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| | | | CITATION NUMBER | 4. TYPE (| OF SOLICITA SEALED NEGOTIA (RFP) | BID (IFB) | 5. D. | ATE ISSUED March 19, 200 | 04 | NUM | BER | PURCHASE 3-12341 | |
| 7. ISSUED BY CODE (Hand Delivered/Overnight Commercial Carriers) | | | 8. A | DDRESS O Mail Only) | FFER TO | (If other than Item 7) |) | | | | | | |
| Environmental Protection Agency Bid and Proposal Room, Ronald Reag (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004 | | | L gan Building, 6i | th Floor | Bid a 1200 | and Prop | oosal F ylvania | tection Agenc Room, Ariel Ri a Avenue, N.W 0460 | os Build | ling (380 | 2R) | | |
| | | | | | | ICITATIO | | | | | | | |
| until <u>C</u> | 02:00 PM (Ha | _ local time <u>4</u> , our) | /19/2004 (Date) | _ | | | | | | | | | |
| 10. FOR IN | FORMATION | ions, Modification | ns, and Withd | rawals: See Section L E | ., Provision No. | . 52.214-7 c | | | one subject to all terr | | C. E-M | | |
| CA | ALL: | | OLIVE | R M. VOSS | | | 202 | ODE | NUMBER 564-4514 | EXT. | voss.c | oliver@ | epa.gov |
| | | | | | 11. TABLE | OF CONT | | | I | | I | | |
| (X) | SEC. | DARTI T | DESCRIPT THE SCHEDU | | PAGE (S) | (X) | SEC. | | DE PART II - CONTR | SCRIPTION | | | PAGE (S) |
| | Α | SOLICITATIO | N/CONTRAC | TFORM | | | I | | NTRACT CLAUSES | | | | |
| | В | SUPPLIES OF PRICES/COS | | AND | | | F | PART III - | LIST OF DOCUMEN | TS, EXHIBIT | S AND OTH | ER ATTA | CH. |
| | С | | | ORK STATEMENT | | | J | LIS | T OF ATTACHMENT | S | | | |
| | D E | PACKAGING INSPECTION | | | | | | | RT IV - REPRESENT | | | | I |
| | F | DELIVERIES | | | | | К | | ATEMENTS OF OFF | | IONS, AND | OTHER | |
| | G | CONTRACT A | | | | | L | | STRS., CONDS., AND | | | RS | |
| | Н | SPECIAL CO | NTRACT REC | QUIREMENTS | R (Must be fu | Illy comple | M eted by off | | ALUATION FACTOR | S FOR AWA | ARD | | |
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| the date | | offers specified | | ees, if this offer is acce nish any or all items up | | | | | lendar days unless a posite each item, deli | | | | |
| 13. DISCOL PROMP | JNT FOR | • | 10 CALEN | IDAR DAYS | 20 CALEND | AR DAYS | | 30 CA | LENDAR DAYS | | _ CALE | NDAR D | AYS |
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| OFFER | | | | | | | | | | | | | |
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| AWARD (To be completed by Government) | | | | | | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION | | | | | | | | | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 23 [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | | | | | | O ADDRESS SHOW rwise specified) | N IN | • | ITEM | | | |
| 24. ADMINISTERED BY (If other than item 7) CODE | | | | | PAYMENT V | | | v | CODE | i: | | | |
| | | | | Environmental Protection Agency Research Triangle Park Financial | | | | | | | | | |
| | | | | Management Center (D143-02) Research Triangle Park, NC 27711 | | | | | | | | | |
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| | | | | | | | | (Signatu | re of Contracting Offi | cer) | | | |

TABLE OF CONTENTS

| SOLICITATION, OFF | FER AND AWARD | Page 1 |
|-------------------------------------|---|--------------------------------|
| PART I - THE S | SCHEDULE | age B-1 |
| B.1 FIXED | LIES OR SERVICES AND PRICES/COSTS PO RATES FOR SERVICESINDEFINITE DELIVERY/INDEFINITE QURACT (EPAAR 1552.216-73) (APR 1984) PO MUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984) . P | ANTITY age B-1 |
| C.1 NOTIC | RIPTION/SPECIFICATIONS/WORK STATEMENT PCE Listing Contract Clauses Incorporated by Reference | age C-1 |
| PROTE DEVI <i>F</i> C.3 STATE | CE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRO ECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994 ATION |) age C-1 |
| C.4 ACQUI | | AND |
| SECTION D - PACKA [For this S | AGING AND MARKING | age D-1 age D-1 |
| | ECTION AND ACCEPTANCE | |
| F.1 NOTIC | VERIES OR PERFORMANCE | |
| F.2 PERIC | DD OF PERFORMANCE (EP 52.212-140) (APR 1984) P VERY SCHEDULE (EP 52.212-160) (APR 1984) | age F-1 |
| G.1 ORDEF 1984) G.2 CONTF | RACT ADMINISTRATION DATA | 2) (APR age G-1 (G 1984) |
| G.3 Task G.4 SUBCO | Order Fair Opportunity Procedures | age G-2 age G-6 |
| H.1 NOTIC | IAL CONTRACT REQUIREMENTS PCE Listing Contract Clauses Incorporated by Reference | |
| H.2 OPTIC DELIV | | EFINITE APR |
| H.3 UTIL |) DEVIATION | 9-110) |
| | IZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES | |

| н.5 н.6 н.7 | 52.219-115) (JUL 1991) |
|--|---|
| Н.8 | ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996) DEVIATION Page H-5 |
| PART II - | CONTRACT CLAUSES |
| SECTION I - I.1 | |
| I.2 I.3 I.4 I.5 I.6 I.7 | ORDERING (FAR 52.216-18) (OCT 1995) |
| PART III - | LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS Page J-1 |
| SECTION J - J.1 | LIST OF ATTACHMENTS |
| PART IV - | REPRESENTATIONS AND INSTRUCTIONS Page K-1 |
| SECTION K - | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS |
| K.1 | |
| K.2 | SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) |
| к.3 | SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999) |
| K.4 | |
| SECTION L - | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS Page L-1 NOTICE Listing Contract Clauses Incorporated by Reference |
| L.2 L.3 L.4 | TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION . Page L-1 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996) Page L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998) |
| L.6 | PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000) |
| T 7 | Proposal Preparation Instructions Page I4 |

| - 0 | |
|-------------|--|
| | TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984) Page L-15 |
| L.9 | RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR |
| | AUDIT (EP 52.215-115) (MAR 1989) Page L-15 |
| L.10 | IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219- |
| | 100) (FEB 1991) |
| L.11 | COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT |
| | AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND |
| | OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994) Page L-15 |
| | |
| SECTION M - | EVALUATION FACTORS FOR AWARD Page M-1 |
| | EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) DEVIATION |
| 11.1 | |
| M 2 | EPA SOURCE EVALUATION AND SELECTION PROCEDURESNEGOTIATED |
| 11.2 | PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999) Page M-1 |
| M 2 | |
| M.3 | EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) |
| | |
| | |
| TNTERESTED | CONTRACTOR LIST Page 1-1 |

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)

The EPA Recycling Electronics and Asset Disposition (READ) services program consists of a number of fixed rate, indefinite delivery/indefinite quantity (ID/IQ) contracts designed to provide the Federal Government, as well as State and Local and other Government agencies, recycling and asset disposition solutions. The contracts are performance based and contractors are free to propose the best, economically feasible solution to meet the requirements of each specific task order.

Unless exempted (see FAR 16.505), each task order will be competed in accordance with fair opportunity competitive procedures described in Section G, "Task Order Fair Opportunity Procedures." The READ fair opportunity procedures will maintain an ongoing competitive environment throughout the life of the contract. The performance based structure of each task order will allow contractors to craft innovative, state-of-the-art solutions and methodologies for each specific requirement.

It is anticipated that each competed action will result in a fixed price, performance-based task order for that particular requirement.

It is estimated that the Federal Government, and other eligible contract users, will generate thousands of obsolete electronic units of various sizes and types per year. This contract addresses the need to recycle and properly dispose of these surplus items. In order to develop a pricing strategy for each task order requirement, the following fixed rates shall apply for the duration of the contract:

BASE Period (Date of Award through 4/30/05)

| Item | Item Description | Item Price - TBD* |
|---------------------------------|--|--------------------------------------|
| 0001 | Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers) | \$0.00 |
| 0001a | Price per PC if over 25 units | \$0.00 |
| 0001b | Price per PC if over 100 units | \$0.00 |
| 0001c | Price per PC if over 500 units | \$0.00 |
| 0002 0002a 0002b 0002c | Price per PC Monitor Price per Monitor if over 25 units Price per Monitor if over 100 units Price per Monitor if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0003 0003a 0003b 0003c | Price per PC Laptop Price per Laptop if over 25 units Price per Laptop if over 100 units Price per Laptop if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0004 | Price per Desktop Printer | \$0.00 |

| | | PR-HQ-03-12341 |
|---------------------------------|---|---|
| 0004a 0004b 0004c | Price per Laptop if over 25 units Price per Laptop if over 100 units Price per Laptop if over 500 units | \$0.00 \$0.00 \$0.00 |
| 0005 0005a 0005b 0005c | Price per Facsimile Machine Price per Facsimile if over 25 units Price per Facsimile if over 100 units Price per Facsimile if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0006 0006a 0006b 0006c | Price per Shredding Machine Price per Shredder if over 20 units Price per Shredder if over 50 units Price per Shredder if over 100 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0007 0007a 0007b 0007c | Price per Copying Machine Price per Copier if over 20 units Price per Copier if over 50 units Price per Copier if over 100 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0008 0008a 0008b 0008c | Price per Cellular/Standard Phone Price per Phone if over 50 units Price per Phone if over 100 units Price per Phone if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0009 0009a 0009b 0009c | Price per Scanning Machine Price per Scanner if over 50 units Price per Scanner if over 100 units Price per Scanner if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0010 0010a 0010b 0010c | Price per CRT Television (TV) Price per TV if over 25 units Price per TV if over 100 units Price per TV if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0011 | Price per pound for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, video cassette recorders (vcrs), televisions, and | <pre>\$0.00/1b.</pre> <pre>cameras.</pre> |

Option Period I - (5/1/05 through 4/30/06)

| Item | Item Description | Item Price - TBD* |
|----------------|---|-------------------|
| 1001 | Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers) | \$0.00 |
| 1001a 1001b | Price per PC if over 25 units Price per PC if over 100 units | \$0.00 \$0.00 |
| 1001c | Price per PC if over 500 units | \$0.00 |

| | | PR-HQ-03-12341 |
|---------------------------------|--|--------------------------------------|
| 1002 1002a 1002b 1002c | Price per PC Monitor Price per Monitor if over 25 units Price per Monitor if over 100 units Price per Monitor if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1003 1003a 1003b 1003c | Price per PC Laptop Price per Laptop if over 25 units Price per Laptop if over 100 units Price per Laptop if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1004 1004a 1004b 1004c | Price per Desktop Printer Price per Laptop if over 25 units Price per Laptop if over 100 units Price per Laptop if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1005 1005a 1005b 1005c | Price per Facsimile Machine Price per Facsimile if over 25 units Price per Facsimile if over 100 units Price per Facsimile if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1006 1006a 1006b 1006c | Price per Shredding Machine Price per Shredder if over 20 units Price per Shredder if over 50 units Price per Shredder if over 100 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1007 1007a 1007b 1007c | Price per Copying Machine Price per Copier if over 20 units Price per Copier if over 50 units Price per Copier if over 100 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1008 1008a 1008b 1008c | Price per Cellular/Standard Phone Price per Phone if over 50 units Price per Phone if over 100 units Price per Phone if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1009 1009a 1009b 1009c | Price per Scanning Machine Price per Scanner if over 50 units Price per Scanner if over 100 units Price per Scanner if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1010 1010a 1010b 1010c | Price per CRT Television (TV) Price per TV if over 25 units Price per TV if over 100 units Price per TV if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 1011 | Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrs, televisions and cameras. | \$0.00/lb. |

Option Period II - (5/1/06 through 4/30/07)

| Item | Item Description | Item Price - TBD* |
|----------------|---|-------------------|
| 2001 | Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers) | \$0.00 |
| 2001a | Price per PC if over 25 units | \$0.00 |
| 2001b | Price per PC if over 100 units | \$0.00 |
| 2001c | Price per PC if over 500 units | \$0.00 |
| 2002 | Price per PC Monitor | \$0.00 |
| 2002a | Price per Monitor if over 25 units | \$0.00 \$0.00 |
| 2002b 2002c | Price per Monitor if over 100 units Price per Monitor if over 500 units | \$0.00 |
| | _ | |
| 2003 | Price per PC Laptop | \$0.00 |
| 2003a | Price per Laptop if over 25 units | \$0.00 |
| 2003b | Price per Laptop if over 100 units | \$0.00 |
| 2003c | Price per Laptop if over 500 units | \$0.00 |
| 2004 | Price per Desktop Printer | \$0.00 |
| 2004a | Price per Laptop if over 25 units | \$0.00 |
| 2004b | Price per Laptop if over 100 units | \$0.00 |
| 2004c | Price per Laptop if over 500 units | \$0.00 |
| 2005 | Price per Facsimile Machine | \$0.00 |
| 2005a | Price per Facsimile if over 25 units | \$0.00 |
| 2005b | Price per Facsimile if over 100 units | \$0.00 |
| 2005c | Price per Facsimile if over 500 units | \$0.00 |
| 2006 | Price per Shredding Machine | \$0.00 |
| 2006a | Price per Shredder if over 20 units | \$0.00 |
| 2006b | Price per Shredder if over 50 units | \$0.00 |
| 2006c | Price per Shredder if over 100 units | \$0.00 |
| 2007 | Price per Copying Machine | \$0.00 |
| 2007a | Price per Copier if over 20 units | \$0.00 |
| 2007b | Price per Copier if over 50 units | \$0.00 |
| 2007c | Price per Copier if over 100 units | \$0.00 |
| 2008 | Price per Cellular/Standard Phone | \$0.00 |
| 2008a | Price per Phone if over 50 units | \$0.00 |
| 2008b | Price per Phone if over 100 units | \$0.00 |
| 2008c | Price per Phone if over 500 units | \$0.00 |
| 2009 | Price per Scanning Machine | \$0.00 |
| 2009a | Price per Scanner if over 50 units | \$0.00 |
| 2009b | Price per Scanner if over 100 units | \$0.00 |
| 2009c | Price per Scanner if over 500 units | \$0.00 |
| 2010 | Price per CRT Television (TV) | \$0.00 |
| 2010a | Price per TV if over 25 units | \$0.00 |
| 2010b | Price per TV if over 100 units | \$0.00 |
| | | |

PR-HQ-03-12341

| 2010c | Price per TV if over 500 units | \$0.00 |
|-------|---|------------|
| 2011 | Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrs, televisions, and cameras. | \$0.00/lb. |

Option Period III - (5/1/07 through 4/30/08)

| Item | Item Description | Item Price - TBD* |
|-------|---|-------------------|
| 3001 | Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers) | \$0.00 |
| 3001a | Price per PC if over 25 units | \$0.00 |
| 3001b | Price per PC if over 100 units | \$0.00 |
| 3001c | Price per PC if over 500 units | \$0.00 |
| 3002 | Price per PC Monitor | \$0.00 |
| 3002a | Price per Monitor if over 25 units | \$0.00 |
| 3002b | Price per Monitor if over 100 units | \$0.00 |
| 3002c | Price per Monitor if over 500 units | \$0.00 |
| 3003 | Price per PC Laptop | \$0.00 |
| 3003a | Price per Laptop if over 25 units | \$0.00 |
| 3003b | Price per Laptop if over 100 units | \$0.00 |
| 3003c | Price per Laptop if over 500 units | \$0.00 |
| 3004 | Price per Desktop Printer | \$0.00 |
| 3004a | Price per Laptop if over 25 units | \$0.00 |
| 3004b | Price per Laptop if over 100 units | \$0.00 |
| 3004c | Price per Laptop if over 500 units | \$0.00 |
| 3005 | Price per Facsimile Machine | \$0.00 |
| 3005a | Price per Facsimile if over 25 units | \$0.00 |
| 3005b | Price per Facsimile if over 100 units | \$0.00 |
| 3005c | Price per Facsimile if over 500 units | \$0.00 |
| 3006 | Price per Shredding Machine | \$0.00 |
| 3006a | Price per Shredder if over 20 units | \$0.00 |
| 3006b | Price per Shredder if over 50 units | \$0.00 |
| 3006c | Price per Shredder if over 100 units | \$0.00 |
| 3007 | Price per Copying Machine | \$0.00 |
| 3007a | Price per Copier if over 20 units | \$0.00 |
| 3007b | Price per Copier if over 50 units | \$0.00 |
| 3007c | Price per Copier if over 100 units | \$0.00 |
| 3008 | Price per Cellular/Standard Phone | \$0.00 |
| 3008a | Price per Phone if over 50 units | \$0.00 |

| | | PR-HQ-03-12341 |
|---------------------------------|--|--------------------------------------|
| 3008b 3008c | Price per Phone if over 100 units Price per Phone if over 500 units | \$0.00 \$0.00 |
| 3009 3009a 3009b 3009c | Price per Scanning Machine Price per Scanner if over 50 units Price per Scanner if over 100 units Price per Scanner if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 3010 3010a 3010b 3010c | Price per CRT Television (TV) Price per TV if over 25 units Price per TV if over 100 units Price per TV if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 3011 | Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrs, televisions and cameras. | \$0.00/lb. |

Option Period IV - (5/1/08 through 4/30/09)

| Item | Item Description | Item Price - TBD* |
|-------|---|-------------------|
| 4001 | Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers) | \$0.00 |
| 4001a | Price per PC if over 25 units | \$0.00 |
| 4001b | Price per PC if over 100 units | \$0.00 |
| 4001c | Price per PC if over 500 units | \$0.00 |
| 4002 | Price per PC Monitor | \$0.00 |
| 4002a | Price per Monitor if over 25 units | \$0.00 |
| 4002b | Price per Monitor if over 100 units | \$0.00 |
| 4002c | Price per Monitor if over 500 units | \$0.00 |
| 4003 | Price per PC Laptop | \$0.00 |
| 4003a | Price per Laptop if over 25 units | \$0.00 |
| 4003b | Price per Laptop if over 100 units | \$0.00 |
| 4003c | Price per Laptop if over 500 units | \$0.00 |
| 4004 | Price per Desktop Printer | \$0.00 |
| 4004a | Price per Laptop if over 25 units | \$0.00 |
| 4004b | Price per Laptop if over 100 units | \$0.00 |
| 4004c | Price per Laptop if over 500 units | \$0.00 |
| 4005 | Price per Facsimile Machine | \$0.00 |
| 4005a | Price per Facsimile if over 25 units | \$0.00 |
| 4005b | Price per Facsimile if over 100 units | \$0.00 |
| 4005c | Price per Facsimile if over 500 units | \$0.00 |
| 4006 | Price per Shredding Machine | \$0.00 |

| | | PR-HQ-03-12341 |
|---------------------------------|--|--------------------------------------|
| 4006a 4006b 4006c | Price per Shredder if over 20 units Price per Shredder if over 50 units Price per Shredder if over 100 units | \$0.00 \$0.00 \$0.00 |
| 4007 4007a 4007b 4007c | Price per Copying Machine Price per Copier if over 20 units Price per Copier if over 50 units Price per Copier if over 100 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 4008 4008a 4008b 4008c | Price per Cellular/Standard Phone Price per Phone if over 50 units Price per Phone if over 100 units Price per Phone if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 4009 4009a 4009b 4009c | Price per Scanning Machine Price per Scanner if over 50 units Price per Scanner if over 100 units Price per Scanner if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 4010 4010a 4010b 4010c | Price per CRT Television (TV) Price per TV if over 25 units Price per TV if over 100 units Price per TV if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 4011 | Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrs, televisions and cameras. | \$0.00/lb. |

* Itemized unit pricing will be incorporated herein based on the prices included in proposals submitted in response to the solicitation.

The rate, or rates, set forth above cover all recycling expenses, including report preparation and report deliveries, salaries and wages, overhead, fringe benefits, general and administrative expenses, and profit. The logistical costs associated with picking up items, packaging, transporting items, using delivery or trucking services, and/or redistributing items will be priced out separately on each specific task order (TO) to be competed. Certain task orders may be for items located at one central location, while others may be for numerous warehouses throughout the continental U.S. Depending on the requirement, these logistical costs may fluctuate. Therefore, the pricing delineated herein cover all recycling costs and expenses, not logistical costs as described above. As mentioned, those costs will be addressed on a TO-by-TO basis.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the Task Order Project Officer (TOPO). The Government shall pay the Contractor for the life of a task order at rates in effect when the

task order was issued, even if performance under the task order crosses into another option period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$2,500.00. The amount of all orders shall not exceed \$9,000,000.00.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

1552.211-79 OCT 2000 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

- 1. The actual preparation of Congressional testimony.
- 2. The interviewing or hiring of individuals for employment at EPA.
- 3. Developing and/or writing of Position Descriptions and Performance Standards.
- 4. The actual determination of Agency policy.
- 5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
- 6. Preparing Award Fee Letters, even under typing services contracts.
- 7. The actual preparation of Award Fee Plans.
- 8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
- 9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
- 10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

- 11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
- 12. Preparing responses to Congressional correspondence.
- 13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
- 14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
- 15. Conducting administrative hearings.
- 16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
- 17. The actual preparation of an office's official budget request.

C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish all necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Objectives as described herein.

I. Introduction

The Environmental Protection Agency's (EPA) vision for this requirement is to promote and advance the disposition, reclamation, reuse, and recycling of electronic assets held throughout the Federal sector in order to enhance public health and environmental protection. EPA's Office of Environmental Information (OEI) and Office of Prevention, Pesticides, and Toxic Substances (OPPTS) have initiated this Recycling Electronics and Asset Disposition (READ) services contract to provide the Government sector with a procurement tool to properly manage electronic inventories and to recycle and properly dispose of excess or obsolete electronic personal property in an environmentally responsible manner.

OEI's Office of Technology, Operations, and Planning (OTOP) is the Agency focal point for policy, management, and implementation of EPA's information technology (IT) infrastructure, and oversight of Federal and Agency IT statutes, regulations, and standards. OTOP sets hardware, software, and telecommunications standards and operates EPA's internal information technology infrastructure and organizes strategic planning for IT and security. OTOP provides this broad range of information and technology services through its four supporting organizations. These organizations are the IT Policy and Planning Division (ITPPD), the Technology Information Security Staff (TISS), the National Technology Services Division (NTSD), and the HQ and Desktop Services Division (HDSD).

HDSD, located in Washington, DC, is within OEI/OTOP and is responsible for providing a full range of local area network (LAN) services at different levels EPA-wide as well as desktop service throughout EPA. Under the READ contract, HDSD will serve as the technical liaison to EPA offices and other Federal agencies for IT and electronic equipment disposition, de-

manufacturing, reclamation, and recycling services. In addition, EPA's Office of Solid Waste (OSW) will provide technical support regarding environmental regulatory issues related to electronic reuse and recycling and OPPTS will provide support on electronic end-of-life (EOL) and disposition issues.

II. Background

This EPA contract will fulfill an Agency requirement for the recycling of electronic equipment, proper disposition of electronic assets, and documentation of assets' final destination as part of EPA's ongoing mission to protect the environment. EPA recognizes that there is a Government-wide need to address an expected avalanche of obsolete electronic equipment, primarily personal computer workstations, in the near future. According to a study by the National Safety Council, over 30 million personal computers become obsolete each year in the U.S. alone, with higher numbers likely to follow. In 2002 alone, approximately 130 million new personal computers were shipped worldwide. Numerous Federal Departments and Agencies have thousands of pieces of electronics equipment inventoried in warehouses awaiting disposition from GSA. Other electronic devices such as printers, copiers, scanners, Local Area Network servers and related peripherals, audio/visual equipment, facsimile machines, shredders, telephones, palm pilots and cellular/digital phones pose a similar threat to the environment as they become obsolete. All of this equipment contain components that may be recycled and/or reused, including: capacitors, circuit cards/boards, copper wiring, modules, switches, memory chips, batteries, and basic manufacturing materials such as glass, lead, metals, and plastics.

As advancements in software technology force more products into the waste stream, this equipment will pose significant environmental hazards if not properly disposed or recycled. The Federal Government must take the lead in addressing this national issue. Given EPA's mission to protect human health and the environment, EPA has the desire and the expertise to lead the Federal sector in this endeavor.

This READ contract goes beyond the simple process of a contractor picking up truckloads of obsolete equipment and charging a set fee based on the weight of that load. Due to security concerns associated with the potential compromise of confidential, proprietary and sensitive business information contained in most equipment (i.e. hard drives, memory chips in scanners and facsimile machines, etc.), as well as environmental concerns regarding the final destination of the potentially toxic substances contained in all electronic components, EPA has established this multiple-award, Government Wide Acquisition Contract (GWAC) to fulfill all aspects of electronic recycling and asset disposition.

III. Objectives

The objective of this READ GWAC is to offer clients a variety of methods for the proper disposal of electronic assets, including: refurbishment and redeployment within the requiring Agency; reconfiguration and re-marketing of electronic material for either donation to Federal programs, such as Computers for Learning in accordance with Executive Order 12999, or resale within other markets; reclamation of the assets by de-manufacturing; tracking and reporting on the final destination of major electronic items; and recycling electronic

components that have been removed by the de-manufacture process. The most important aspect of the services to be provided is contractor assurance that sensitive information stored in the electronics is properly sanitized and that an audit trail is created to track and report on the equipment's final destination.

The multiple contracts for READ services will provide EPA and other participating customer agencies with an opportunity to turn liabilities into assets, expenses into profits, and set the national standard for properly recycling and disposing of aging electronic equipment. EPA's READ GWAC will establish a process that will continually inventory excess equipment to determine which personal computer workstations and/or electronic items can be refurbished and used in other parts of the Agency, which items can be donated to other Agencies or qualified recipients (i.e., GSA's Federal Property Reuse Program or E.O. 12999), which items can generate revenues to offset recycling costs, and which electronic items need to be recycled through the demanufacture and reclamation process. Equipment that has been in storage for extended periods of time is most likely not reusable.

Once established, the overall contract objective will be to offer and provide READ services to other Federal entities and environmental partners of the Federal Electronics Challenge (FEC) through standard GWAC procedures. An EPA GWAC will provide the Federal electronic community with an opportunity to fulfill the need for end-of-life (EOL) services.

IV. Scope

The contractor shall provide the following types of services during performance of this contract:

A. Refurbishment of electronic equipment provided by customer agencies and identification of markets to resell that equipment at market rates.

Share-in-Savings Methodology - As part of the asset disposition process, the contractor will be tasked with handling and disposing of large quantities of excess/surplus electronics. Any savings that the contractor can identify and realize during this process will be shared between the contractor and the Government. As a part of the de-manufacture, reclamation, and/or recycle process, contractors will be compensated by identifying methods to reduce the overall recycling and asset disposition cost. For this aspect of the contract, the contractor will be compensated by receiving a share in any savings generated by contract performance associated with asset disposition. For example, contractors may be able to refurbish certain electronic items and resell those items in secondary markets to generate revenue that could offset recycling costs. Customer agencies who utilize this GWAC will share in the savings identified and realized by recycling contractors.

This share-in-savings methodology is a new concept in the Federal Government and it encourages contractors to identify any means that may result in reduced costs associated with performance of the contract requirements. For READ services, contractors will be

compensated for recognizing and realizing savings that can be used to offset the cost of recycling unusable, obsolete items. The percentage of potential savings identified by the contractor that will be used to offset the cost of recycling will be proposed under each competed task order. This share-in-savings methodology will require the establishment of an efficient property surplus procedure early in the inventory process. A fundamental rule of electronics processing is that the longer excess equipment remains unused and stored, the less valuable it becomes.

B. Logistical assistance.

Logistics may include a variety of tasks associated with asset disposition services, to including the following: transportation requirements associated with picking up, packaging, and/or relocating the equipment; coordinating pick-up efforts at a variety of locations (e.g., some agencies may have one or two PC workstations at different locations throughout the country); delivering the equipment to a specialized recycling company, if necessary (e.g., monitors to a glass recycler, CPU covers to a plastics recycler, etc.); and/or delivering the excess equipment to a central location that will be redistributed at a later date.

Customer agencies who provide the equipment will be given the first opportunity to utilize refurbished items. Logistical assistance may be required for redeployment within an organization that has several locations. If items are not claimed for redeployment, or an employee buy-back program is not in effect, the contractor may be required to assist in donating refurbished equipment to educational institutions (per the requirements of Executive Order 12999), other allowable charities, or other Government Agencies in accordance with General Services Administration's (GSA) Federal Property Management Regulations (FPMR) excess property procedures.

C. Ensuring the security of proprietary and sensitive data.

Due to the sensitive information contained in almost all electronic memory components (e.g. memory chips in facsimiles and scanners), the contractor must follow a stringent data management process to ensure that sensitive data is not inadvertently compromised.

D. Testing, auditing, and tracking the equipment received.

Once equipment has been received, the contractor will perform testing and auditing services to determine the usefulness of the item, the items re-marketability, and to capture important tracking information from each major component.

E. Dismantling and recovery of electronic equipment that has been determined to be beyond an upgrade or refurbishment.

Reclamation of this type of equipment will involve a determination

regarding which components can be recycled for possible use in other equipment, which components can be resold on the commercial market, and which parts have no useful market value whatsoever and must be properly disposed or recycled.

F. Recycling of recovered materials and disposal of residual waste (that has no useful market value) in proper and safe methods.

The contractor shall, in accordance with applicable laws and regulations, obtain approval from the customer agency for the method of recycling and disposal. The contractor shall be responsible for the proper recycling and/or disposal of the identified equipment. The purpose of this contract is to recycle all items to the maximum extent possible with few, if any, exceptions for the contractor to landfill items or components.

G. All items that are recycled or disposed must have an audit trail on the equipment's final destination.

For electronic items handled, the contractor shall provide certification on the final disposition by the primary component serial number. For a desktop system, the primary components are typically considered the CPU, the monitor, and the printer. If a customer agency requires more detailed tracking information, such as the manufacturer brand name; manufacturer's barcode, model number, peripheral serial numbers (keyboard/spekers/mouse); the client's asset tracking number; and any internal configuration information such as processor speed, hard drive size, memory size, etc., then the customer agency will specify that level of detail in the request for proposal so that contractors can provide pricing commensurate with the required level of reporting.

A primary deliverable under this contract will be a disposition certificate for the electronic equipment that a customer agency provides. A disposition certificate will be submitted within a set time frame of equipment pick-up/delivery (e.g., 60 calendar days) which indicates receipt dates, processing and method of recycling, residual waste disposal, and other itemized elements to be determined. This will allow a generating party to maintain appropriate records which demonstrate compliance with Federal and State laws such as the Resource Conservation and Recovery Act (RCRA).

For all of these possible scenarios, the contractor will also perform complete inventory reconciliation for reporting purposes and will provide a real-time, on-line audit trail of the electronic components handled. The contractor may be required to establish a hotline-type service for certain customer agencies, and may be required to offer a web-based ordering capability for those customers that have large, fluctuating inventories of surplus equipment. As described in Section IV.G above, the contractor will provide documentation for the Agency's records regarding the final disposition and destination of all electronic equipment items.

After task orders are competed and efforts commence, contractors will be provided between 30 to 60 calendar days to begin recycling and asset disposition efforts. This time frame will grant contractors an opportunity to organize cost-efficient coordination of multiple site pick-ups and determine the feasability of refurbishment and resale for potential revenue generation.

V. Acquisition Approach

The goal of this acquisition is to improve the disposition process of electronic equipment throughout the Federal sector, decreasing the amount of equipment inventoried, increasing the amount of electronic components that are recycled and resold, while reducing the amount of electronic waste sent to landfills. Through performance based contracting, EPA envisions a process whereby contractors propose strategic methods and innovative solutions to resolve the electronics disposal problems facing each requiring activity.

The contractor shall be responsible for addressing the requiring Agency's desired results and outcomes and, in turn, determining the most effective means by which an Agency's performance objectives will be fulfilled. Performance-based efforts represent a challenge to the contractor by requiring development and application of innovative and efficient approaches for achieving results and meeting or exceeding performance expectations and standards. Typical standards that will be measured include cost control, timeliness and completeness of deliverables, problem resolution, business relations, quality of work performed, and whether or not the deliverable assists the Agency in meeting its recycling goals as identified in the task order. Under the resulting GWAC, a Federal entity will provide READ contractors with a detailed description of their electronic assets. Each notified contractor will propose an appropriate method and solution for addressing the potential resale, reclamation, re-manufacture, and/or recycling process to be used for the identified electronic property.

Contractor selection for each competed task order will be made on a best-value basis, all factors considered. This multiple award contract will have three groups of contractors who can provide READ services:

Group A includes contractors who either possess the capabilities or have a network in place to provide nationwide coverage for customer agencies that have offices located within and throughout the continental U.S.;

Group B includes contractors who possess the capabilities to fulfill recycling requirements only for locations in the Eastern U.S. (i.e., east of the Mississippi river*); and Group C includes contractors who possess capabilities to fulfill recycling requirements only for locations in the Western U.S. (i.e., west of the Mississippi river**).

The determination regarding which READ contracting Group will compete for which requirement will be made on a case-by-case basis at the task order level.

This Statement of Objectives does not provide specific details on the types of solutions to be offered, the comprehensiveness of any specific solutions, nor any specific performance levels/metrics that must be associated

with any specific area. However, the Government will require READ contractors to offer comprehensive solutions that:

- (1) are based on an understanding of the current electronics recycling requirements and associated Federal laws and regulations that govern electronics recycling;
- (2) provide the scope of services that are responsive to the present and future needs of the READ contract user community and its stakeholders;
- (3) ensure that performance levels are set and achieved in all functional areas to ensure satisfactory levels of service;
- (4) allow EPA to offer a wide variety of competitively priced services to potential customers of this contract; and
- (5) ensure an appropriate level of security based on industry best practices for handling and disposing of sensitive information contained in most electronics equipment, including an audit trail that tracks each components final destination.

In order to meet our objectives under this contract, EPA requires these services to be provided and available for multiple locations. We envision that this service will be required at all of EPA's Regional Offices and Laboratories. Other Federal entities that utilize this contract will also have a need to fulfill their asset disposition requirements at multiple sites.

Since the pace of change in the information technology and telecommunications marketplace makes it impossible to fully anticipate how individual EPA requirements will evolve over the life of this contract, the Contractor will be expected to incorporate innovative and emerging technologies that improve performance in the most economic and efficient manner.

The following are general and specific functional tasks that are considered part of this requirement:

General Functional Tasks

- · Management
- · Workload Reporting
- · Security

Technical Functional Tasks

- · Pick-up, Packaging, Transportation, and Delivery
- · Recycling of Recovered Materials
- · Screening, Testing, Segregation
- · Reclamation, Refurbishment, Redeployment
- · Dismantling, De-manufacturing
- · Disposal of Residual Waste
- · Disposition Reporting
- · Audit Tracking
- · Technical Consulting

VI. Compliance Requirements

In order for contractors to perform these requirements in an environmentally responsible manner, the following compliance areas must be addressed when handling any electronic materials to be recycled.

I. Compliance with Laws

The contractor shall comply with all Federal, state, and local laws and regulations relating to the duties, obligations, and performance requirements under this contract, including all Environmental laws such as the Clean Air Act (CAA), Clean Water Act (CWA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), and the Resource Conservation and Recovery Act (RCRA) as well as Occupational Safety and Health Administration (OSHA) laws and regulations. The contractor shall be responsible for procuring all licenses, paying all fees, and fulfilling all legal obligations associated with performance of this requirement.

II. Hazardous Material, Hazardous Substance, and Hazardous Waste Requirements

Any material which is capable of posing an unreasonable risk to health, safety, and property during transportation must be handled in accordance with appropriate rules and regulations. All materials that are considered hazardous appear in the Hazardous Material Table (HMT) found at 49 CFR 172.101. In addition, any item identified by OSHA, the Toxic Substances Control Act (TSCA), or by any other Federal, State, or local agency or regulation as a hazardous material must be handled accordingly.

Any hazardous materials that require a report to the National Response Center when spilled is also considered a Hazardous Substance (HS). A list of reportable quantities of HS can be found at 40 CFR 302.4 and 49 CRR 172.101, Appendix A. For identification purposes during transportation, a HS is further defined as a material, including mixtures and solutions, that is included in the Appendix of the HMT, found at 49 CFR, 172.101, which meets or exceeds the reportable per container quantity listed in the HMT appendix.

With regard to hazardous waste (HW), before any items can be classified as HW, it must first be considered a solid waste. A solid waste is defined at 40 CFR Part 261.2 as any discarded material in any physical state (solid, liquid, gas or a combination thereof). An item is defined as HW if one of the following conditions are met: (1) any solid waste that is regulated under RCRA or state regulation, (2) an EPA waste code (40 CFR Subpart C and D) can be assigned, and (3) the item is included on one of the four lists found at 40 CFR 261, Subpart D.

Obsolete electronics intended for reuse are not considered to be solid or hazardous wastes under the Resource Conservation and Recovery Act (RCRA). Obsolete electronics that are intended for recycling or disposal may be considered solid or hazardous wastes, depending upon applicability of EPA or state rules. In order to encourage e-waste recycling, as opposed to its landfilling or incineration, both EPA and the states have streamlined requirements (in the form of exemptions, exclusions and reduced requirements) to facilitate the collection and recycling of some types of e-waste. It is

incumbent upon the entity handling the e-waste to be knowledgeable of any applicable EPA or state controls for hazardous wastes, as well as non-hazardous wastes, and to comply with all such requirements.

III. Security Compliance

When Government property is on the contractor's facility, the contractor shall provide adequate security to prevent theft or loss of the electronic property. The contractor must have the ability to document custody and control of the items provided for de-manufacture and must ensure item accountability until the items provided are either de-manufactured and sold or otherwise disposed of properly. Immediately upon discovery of theft, the contractor shall notify the Contracting Officer and Project Officer.

Performance under this contact neither requires nor authorizes the contractor to handle classified property or documents. Should contractor employees come into actual or suspected possession of classified property or documents, the contractor shall immediately secure such documents or property from both physical loss and compromise. Classified information is considered any documentation that requires specific authorization prior to having access to that information. The definition of classified property or documentation will be dependant upon the agency utilizing this contract. The level of compliance associated with classified information and the methods to be used for handling this information will be specifically addressed in the individual task orders to be issued. The contractor shall immediately notify the Contracting Officer and Project Officer regarding which activity provided the classified material.

Any additional requirements will be specifically identified under individual task orders to be issued under the resulting contracts.

- * Group B States include: Alabama, Connecticut, Delaware, DC, Florida, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.
- * Group C States include: Alaska, Arizona, Arkansas, California, Colorado, Idaho, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

- (b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:
- (1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)
- (2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- (b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.
 - (c) Inspection and acceptance will be performed at:

Locations to be included in each Task Order.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.242-15 AUG 1989 STOP WORK ORDER

F.2 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from the contract award date through April 30, 2005, exclusive of all required reports.

F.3 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984)

The following items shall be delivered under this contract:

| Item | Title | Qty | Date Due |
|------|---|-----|-------------|
| 0001 | Recycled Components Final Destination Report, which will include cumulative volume of units received, cumulative volumes of units refurbished, units resold and redeployed, materials recovered, unrecoverable waste disposed of with metho of disposal, and final destination of unit summary. | d | Semi-Annual |
| 0002 | Customer Agency specific reports | 2 | TBD |

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

| TB: | | | | |
|-----|--|--|--|--|
| | | | | |
| | | | | |

- (b) A Standard Form 30 will be the method of amending delivery orders.
- (c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.
- (d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.
- (e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.
- (f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

Oliver Voss

U.S. EPA 1300 Pennsylvania Avenue, NW Mail Code 3803R Washington, DC 20460 (202) 564-4514 (202) 565-2554

G.3 Task Order Fair Opportunity Procedures

(a) Task Order Issuance

One or more Task Orders (TO) may be issued during the performance of this contract. In accordance with the Federal Acquisition Streamlining Act and FAR 16.505(b), the Contracting Officer will give each awardee a "fair opportunity" to be considered for each order in excess of \$2,500 unless one of the conditions in paragraph (b)(2) below applies. Procedures and selection factors to be considered for each TO in order to provide "fair opportunity" are set forth in (b)(1) below.

(b) Fair Opportunity Procedures for Competed Task Order

- (1) Fair Opportunity Process For each task order requirement, the EPA intends to provide multiple contract awardees a fair opportunity for consideration. This fair opportunity will be provided through the Government's examination of existing information already in the Government's possession, such as awardee's original proposal (e.g., recycling rates, technical/management approaches, etc.), geographic location of the requiring activity and which geographic area the contractor supports (i.e, nationwide coverage, eastern U.S., or western U.S.), current past performance reports (including the Contractor's original proposal data if it is the most current data in the Government's possession) and other pertinent data related to the task order requirement. As work proceeds under this contract, EPA will rely upon recent performance reports received on task orders performed under this contract rather than on past performance records submitted with the original proposal to the maximum extent possible.
- (2) Exceptions to Fair Opportunity Consideration Awardees need not be given a fair opportunity to be considered for requirements in excess of \$2,500 when the Contracting Officer determines one of the following conditions apply:
 - (i) the agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
 - (ii) only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
 - (iii) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that multiple awardees were given a fair opportunity to be considered for the original order;

- (iv) it is necessary to place an order with one particular awardee to satisfy a minimum quarantee; or
- (v) it is known that a contractor has an unacceptable conflict of interest.

(C) Proposal Process for Selected Multiple Awardees.

(1) Request For Proposal - All competed task orders will contain a performance work statement (PWS) with clearly stated objectives, measurable performance standards, and a quality assurance surveillance plan to monitor actual contractor performance. Performance standards to be measured may include: customer satisfaction with services provided; timeliness and accuracy of reporting and tracking information; timeliness of coordination efforts and disposition services; the contractor's ability to meet revenue expectations delineated in their task order proposal; and the contractor's record on ensuring that equipment containing sensitive information is not compromised. Awardees may propose additional incentives as appropriate.

By utilizing performance based acquisition procedures, contractors will be provided an opportunity to create innovative methodologies for meeting objectives established under each task order. For each fair-opportunity task order competition, the READ contractor will be free to identify and propose the best possible solution for the identified requirements.

For each requirement, the CO will issue a TO proposal request to those contract awardees selected for TO proposal submission. The TO proposal request will include a due date for proposal submission, a PWS which includes a general description of work to be accomplished, a listing of the deliverables/reporting required, and additional data as appropriate. The TO proposal request will also include specific instructions for the submission of proposals, the source selection criteria, the evaluation factors' order of importance, and other appropriate information.

- (2) <u>Proposal Submittal</u> Awardees will generally be allowed between seven (7) and fourteen (14) calendar days to prepare and submit proposals. However, more or less time may be necessary based on the actual requirements. The due date shall be set forth in each TO proposal request. The only acceptable reasons for a contractor's non-participation in the order issuance process would be due to an inability to accept or perform the work because of a conflict of interest, capacity problem, or some other compelling factor which the CO determines would affect the contractor's ability to perform the work and, as a result, justifies nonparticipation in the order issuance process. The CO will include written documentation in the TO file citing the reasons which justify a contractor's nonparticipation in the TO issuance process for a specific order.
- (3) Bid and Proposal (B&P) Costs. B&P costs associated with preparing a TO proposal will not be reimbursed as a direct cost to this contract.
- (4) <u>Technical Proposals.</u> The TO proposal request will provide basic information associated with the TO requirement. The contractor will be required to propose innovative methodologies for fulfilling the identified objectives. The technical proposal shall address, at a minimum:

Technical/Management Approach
Key Personnel
Performance Incentives/Disincentives
Risks and Assumptions
Conflict of Interest Issues
Teaming Arrangement/Subcontracting

The technical proposal information should be brief. The Government anticipates proposals consisting of 7-15 pages identifying the proposed approach for meeting the TO's PWS objectives. Proposals shall not merely restate TO PWS requirements.

- (5) <u>Price Proposals</u>. A written price proposal will always be required. This area of the proposal shall include detailed cost/price amounts of all resources required to accomplish the performance objectives, (i.e. man-hours, equipment, travel, transportation, etc.). It is anticipated that the majority of task orders will be issued on a fixed price basis. The price proposal will include adequate information justifying the overall proposed fixed price and assumptions related to the proposed price. As a minimum, the following data will be provided:
- (i) Identify labor categories in accordance with Section B Schedule and the number of hours required for performance of the task. The offeror must provide complete price/cost proposals which include fixed hourly rates for each labor category, the identification of clerical labor, and ODC cost elements and identify any GFP and/or GFI required (if any) for task performance.
- (ii) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request.
- (6) <u>Source Selection</u> The proposals will be evaluated in accordance with the source selection criteria set forth in the TO proposal request. If necessary, during the evaluation of proposals the Government may contact an awardee with clarifications concerning their proposal. However, such contact does not constitute negotiations as defined by FAR 15.306(d). Upon completion of evaluations, the CO will issue a Task Order to the awardee whose proposal is considered most advantageous to the Government, all factors considered.
- (7) <u>Selection Notification</u> The Contracting Officer need not contact each of the multiple awardees before selecting a task order awardee, if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(d) Selection Criteria for Awarding Task Orders.

Once the Government determines which awardees will be asked to submit a proposal for the TO requirement and proposals are received, the Government will evaluate the proposals against the source selection criteria. In most cases, the Government's award decision will be based on evaluation criteria which addresses the proposed technical/management approach, past performance, key personnel, and price. Task order selection criteria may also include other factor(s) relevant to the particular task order. The order of

importance for the factors as well as the specific selection method for each order will be identified on each individual requirement.

The method of selection for issuance of a task order will be tailored to the specific requirements of each task order. The methods of selection may be any one of the following:

- (i) Issuance of the order to the contractor with the highest composite score. In this case, the technical and cost components are both scored. The request for proposal will identify the formula used to arrive at the composite score, e.g., the technical component is worth 60%, the price component 20%, key personnel 10%, and past performance 10%.
- (ii) <u>Issuance of the order to the contractor offering the greatest</u> value to the <u>Government (technical quality more important than price)</u>. In this situation, task order issuance is based primarily on technical quality and/or innovative methodologies, with price as a secondary consideration.
- (iii) <u>Issuance of the order to the contractor with the lowest evaluated price, technically acceptable offer</u>. Generally, the technical component of these offers are scored as acceptable or unacceptable rather than given point scores, and order issuance is made to the technically acceptable offer with the lowest evaluated price.

If offers are not point or adjectivally scored, evaluation criteria will be rated as acceptable or unacceptable in meeting the requirements of the TO PWS. Issuance of an order may be made based on evaluation of initial offers without discussions, or on evaluation of offers and discussions.

- (e) <u>Unauthorized Work.</u> The Contractor is not authorized to commence task performance prior to issuance of a signed TO or verbal approval provided by the CO to begin work.
- (f) <u>Task Funding Restriction</u>. No unfunded task orders are allowed, unless issued subject to the availability of funds, as prescribed in Section I.
- (g) <u>Task Order Issuance.</u> A task order may be issued by mail or facsimile.
- (h) Ombudsman Description. In accordance with FAR 16.505(a)(7), no protest under FAR Subpart 33.1 is authorized in connection with CO decisions regarding the issuance or proposed issuance of a task order under this contract, except for a protest on the grounds that the order increases the scope, the period of performance, or the maximum value of the contract. The Division Director, EPA, Headquarters Procurement Operations Division, has been designated as the EPA Ombudsman. The EPA Ombudsman will review complaints from the contractors regarding the competition process associated with issuance of task orders, and ensure that contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the EPA Ombudsman must be forwarded to: Environmental Protection Agency, Director, Headquarters Procurement Operations Division (3803R), 1200 Pennsylvania Ave., NW, Washington, DC 20460.

G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

To be completed at contract award

G.5 Task Order Performance Record

- (a) Each contractor's past performance record is considered relevant information for future Task Order's source selection purposes, especially the performance regarding a contractor's actions under previously awarded Task Orders. Past performance includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer.
- (b) The Task Manager will complete a TO evaluation each quarter (1 Oct, 1 Jan, 1 Apr and 1 Jul) and at the completion of the Task Order to evaluate the contractor's performance for that specific requirement. Completed evaluations are to be forwarded to the PO for review, who in turn forwards a copy to the CO and to the contractor for comment. The contractor will be given 30 calendar days to submit comments, rebutting statements, or additional information. Comments, if any, shall be retained as part of the evaluation record. These evaluations may be used to support future Task Order awards, and will therefore be marked "Source Selection Information." The completed evaluation shall not be released to other than Government personnel. The past performance information shall not be retained for longer than three years after completion of the contract or task order performance, whichever is later.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-------------|----------|---|
| 1552.203-71 | AUG 2000 | DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER |
| 1552.208-70 | OCT 2000 | PRINTING |
| 1552.209-71 | MAY 1994 | ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (MAY 1994) |
| 1552.209-76 | OCT 2002 | CONTRACTOR PERFORMANCE EVALUATIONS |
| 1552.235-70 | APR 1984 | SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY |
| 1552.235-76 | APR 1996 | TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) |
| 1552.235-77 | DEC 1997 | DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION |
| 1552.235-78 | DEC 1997 | DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION |
| 1552.235-79 | APR 1996 | RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION |
| 1552.237-75 | APR 1984 | PAPERWORK REDUCTION ACT |

H.2 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

- (a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.
- (b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will not be modified to reflect new and separate maximum amounts. The

"Minimum and Maximum Contract Amount" identified in Section B will be for the entire contract period, inclusive of all options exercised.

(c) The "Effective Period of the Contract" clause will be modified as follows:

| Period | Start Date | End Date |
|-------------------|------------|----------|
| | | |
| Option Period I | 05/01/05 | 4/30/06 |
| Option Period II | 05/01/06 | 4/30/07 |
| Option Period III | 05/01/07 | 4/30/08 |
| Option Period IV | 05/01/08 | 4/30/09 |

H.3 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

- (a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.
- (2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.
- (b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.
- (c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.
- (d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.4 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

- (a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.
- (b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.5 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION

- (a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:
- (1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.
- (2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.
- (3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.
- (4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.
- (b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.6 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Director:

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the

substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.7 EPA Electronic Recycling and Asset Disposition Certification

In order to promote high standards of environmental quality and regulatory compliance as well as high quality business practices in the electronics recycling industry, contractors who provide READ services under this contract will be required to meet the following minimum certification requirements for recycling and asset disposition services. EPA plans to maintain a formal process throughout the contract period of performance to certify that an electronics recycling company is using high quality business practices, reliable monitoring and reporting procedures, and dependable management information systems during performance of this contract. Due to liability and information security concerns, EPA must ensure that contractors who will provide this service are not merely transporting electronic items to inappropriate locations.

EPA will use a variety of factors in determining whether or not a recycling company is capable of providing reliable recycling and asset disposition services. The following elements will be addressed during the certification process.

- 1. General Business Procedures: The contractor shall use sound business practices and company management shall be guided by a prudent business plan. The contractor shall have adequate financial resources to meet customer commitments and shall posses adequate insurance coverage for potential risks and liabilities associated with recycling operations. The contractor shall have an established plan for ensuring the security of the equipment, material assets, and information contained in the electronic items that will be handled under this contract.
- 2. Management Systems: The contractor must have an established business management system that addresses environmental, quality, and health and safety issues related to recycling and asset disposition. Policies and procedures shall address both the achievement and improvement of high standards of business practices associated with the overall recycling process. Policies and procedures shall identify:

local and Federal legal regulations and compliance requirements; reporting documentation and operational controls; emergency preparedness and response procedures; monitoring and measurement systems; internal management system effectiveness audits used to review and improve upon processes; and communication and training plans.

3. Operational Capabilities: The contractor shall possess or have access to operational facilities that support recycling and asset disposition procedures, including materials handling, processing, storage, and transportation. The contractor shall have management processes that support operations such as tracking and reconciliation of customer products and materials. The contractor shall demonstrate that a high percentage of products received and processed is recycled, and not merely landfilled, and shall demonstrate a commitment to continuously improve in this area. The staff of the company involved in critical operations shall have adequate technical knowledge, skills and experience to perform their assigned tasks. The equipment and facilities of the operation shall be adequate to support the key elements of the recycling operation.

Once EPA has completed the certification process and verified that a company has demonstrated the capabilities necessary to meet the requirements of this contract, EPA will provide a written certificate to the audited company. Certificates will be valid for a 12 month period, at which time the company must request renewal from the EPA. At any time during contract performance, EPA may revisit the company to verify whether or not the company continues to meet the minimum certification requirements. If EPA determines that a company has discontinued the practice of legitimate recycling and asset disposition (e.g., the contractor has begun transporting electronic components to shipping docks or has brokered items such as computer monitors to the highest bidder), then EPA reserves the right to withdraw the certification that it previously authorized.

During the EPA certification process, contractor may present information and results related to other certifications received from other entities. EPA will take this information into consideration during the certification process for this contract.

H.8 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996) DEVIATION

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|--|
| 52.202-1 | DEC 2001 | DEFINITIONS |
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | JUL 1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | JUL 1995 | ANTI-KICKBACK PROCEDURES |
| 52.203-8 | JAN 1997 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | JUN 2003 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.204-4 | JUN 1996 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER DEVIATION |
| 52.204-4 | AUG 2000 | |
| 52.209-6 | JUL 1995 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.215-2 | JUN 1999 | AUDIT AND RECORDSNEGOTIATION |
| 52.215-17 | OCT 1997 | WAIVER OF FACILITIES CAPITAL COST OF MONEY |
| 52.219-6 | JUN 2003 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE |
| 52.219-8 | OCT 2000 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| 52.219-14 | DEC 1996 | LIMITATIONS ON SUBCONTRACTING |
| 52.222-3 | JUN 2003 | CONVICT LABOR |
| 52.222-4 | SEP 2000 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION |
| 52.222-14 | FEB 1988 | DISPUTES CONCERNING LABOR STANDARDS |
| 52.222-26 | APR 2002 | EQUAL OPPORTUNITY |
| 52.222-35 | DEC 2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |

| 52.222-37 | DEC 2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED |
|------------------------|-----------------------|--|
| | | VETERANS, VETERANS OF THE VIETNAM ERA, AND |
| | | OTHER ELIGIBLE VETERANS |
| 52.222-41 | MAY 1989 | SERVICE CONTRACT ACT OF 1965, AS AMENDED |
| 52.222-43 | | FAIR LABOR STANDARDS ACT AND SERVICE |
| JZ.ZZZ-43 | MAI 1303 | |
| | | CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE |
| | | YEAR AND OPTION CONTRACTS) |
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.223-14 | JUN 2003 | TOXIC CHEMICAL RELEASE REPORTING |
| 52.225-13 | JUN 2003 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.227-1 | JUL 1995 | AUTHORIZATION AND CONSENT |
| 52.227-2 | AUG 1996 | NOTICE AND ASSISTANCE REGARDING PATENT AND |
| | | COPYRIGHT INFRINGEMENT |
| 52.227-14 | TIIN 1987 | RIGHTS IN DATAGENERAL |
| 52.227-14 | | RIGHTS IN DATAGENERAL ALTERNATE II (JUN |
| JZ • ZZ /-14 | 00N 1907 | 1987) |
| 52.227-14 | TIIN 1007 | RIGHTS IN DATAGENERAL ALTERNATE III (JUN |
| JZ • ZZ / - 14 | 00N 1907 | 1987) |
| EO 007 14 | TIINI 1007 | , |
| 52.227-14 | JUN 1987 | RIGHTS IN DATAGENERAL ALTERNATE V (JUN |
| | | 1987) |
| 52.227-16 | JUN 1987 | ADDITIONAL DATA REQUIREMENTS |
| 52.227-17 | JUN 1987 | RIGHTS IN DATASPECIAL WORKS |
| 52.229-3 | APR 2003 | FEDERAL, STATE, AND LOCAL TAXES |
| | APR 1984 | PAYMENTS |
| 52.232-8 | FEB 2002 APR 1984 | DISCOUNTS FOR PROMPT PAYMENT |
| 52.232-11 | APR 1984 | EXTRAS |
| 52.232-16 | APR 2003 | PROGRESS PAYMENTS |
| 52.232-17 | JUN 1996 | INTEREST |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-25 | FEB 2002 | PROMPT PAYMENT |
| 52.232-25 52.232-34 | MAV 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFEROTHER |
| JZ.ZJZ J4 | MAI 1999 | THAN CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | TIIT 2002 | DISPUTES ALTERNATE I (DEC 1991) |
| 52.233-1 | JUL 2002 | , |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD |
| 52.242-13 52.243-1 | JUL 1995 | BANKRUPTCY |
| | | CHANGESFIXED-PRICE |
| 52.243-1 | AUG 1987 | CHANGESFIXED-PRICE ALTERNATE III (APR |
| | | 1984) |
| 52.244-2 | AUG 1998 | SUBCONTRACTS |
| 52.244-6 | APR 2003 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITYSERVICES |
| 52.249-4 | | TERMINATION FOR CONVENIENCE OF THE |
| | | GOVERNMENT (SERVICES) (SHORT FORM) |
| 52 249-8 | APR 1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) |
| 52.252-6 | APR 1984 | AUTHORIZED DEVIATIONS IN CLAUSES |
| 52.253-1 | AIN 1904 .TAN 1901 | COMPUTER GENERATED FORMS |
| JZ.ZJJ-I | UAN IJJI | COLITATEN GENEVATEN LAVIO |

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Contract Award Date through December 31, 2004.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$2,000,000;
 - (2) Any order for a combination of items in excess of \$2,000,000;
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months beyond the expiration date of the contract.

I.5 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999) DEVIATION

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of

this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

| | Employee Class | Monetary Wage |
|-------|---------------------------|---------------|
| | | |
| 21020 | Material Coordinator | \$17.05 |
| 21040 | Material Handling Laborer | \$11.65 |
| 23440 | Heavy Equipment Operator | \$19.75 |
| 31363 | Heavy Truck Driver | \$17.95 |
| 21071 | Forklift Operator | \$15.25 |
| 99310 | Recycling Worker | \$15.25 |
| 21130 | Shipping Packer | \$14.35 |
| 21030 | Material Expeditor | \$17.05 |

I.7 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor (union). If the economic terms of the and the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

| http://www.arnet. | .gov/far/ | | |
|-------------------|-----------|------|--|
| | | | |

[Insert one or more Internet addresses]

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

| Number | Attachment Title |
|--------|---|
| | |
| 1 | Interested Contractor List |
| 2 | Service Contract Act Wage Determinations for Regions throughout |
| | the U.S. Actual Wage Determinations are included on the READ |
| | <pre>website at http://www.epa.gov/oam/hpod</pre> |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-------------|----------|---|
| 52.203-2 | APR 1985 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION |
| 52.203-11 | APR 1991 | |
| 52.204-3 | OCT 1998 | TAXPAYER IDENTIFICATION |
| 52.209-5 | DEC 2001 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS |
| 52.215-6 | OCT 1997 | PLACE OF PERFORMANCE |
| 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES |
| 52.222-22 | FEB 1999 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS |
| 52.222-25 | APR 1984 | AFFIRMATIVE ACTION COMPLIANCE |
| 52.223-4 | OCT 1997 | RECOVERED MATERIAL CERTIFICATION |
| 52.223-13 | JUN 2003 | CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING |
| 1552.204-70 | JAN 2001 | BUSINESS OWNERSHIP REPRESENTATION |
| 1552.209-72 | APR 1984 | ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION |
| 1552.224-70 | APR 1984 | SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT |

K.2 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

| (8 | a) (1) | The | North | American | Industry | Classification | System | (NAICS) | code | for |
|------|--------|------|--------|----------|----------|----------------|---------|---------|------|-----|
| this | acqu | isit | ion is | | | [inser | t NAICS | code]. | | |

- (2) The small business size standard is $___$ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but

which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) Representations.
- (1) The offeror represents as part of its offer that it $[\]$ is, $[\]$ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it []is, []is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it []is, []is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it []is, []is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.] The offeror represents as part of its offer that is []is, []is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:______.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
 - (c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.3 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

- (a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- [] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
 - (1) Be punished by imposition of a fine, imprisonment, or both;

- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business ${\tt Act.}$

K.4 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

| Signature | 2: |
|-----------|----|
| Title | : |
| Date | : |

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-------------|----------|---|
| 52.204-6 | SEP 1999 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER |
| 52.215-1 | OCT 1997 | INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) |
| 52.215-16 | JUN 2003 | FACILITIES CAPITAL COST OF MONEY |
| 52.232-13 | APR 1984 | NOTICE OF PROGRESS PAYMENTS |
| 1552.209-70 | APR 1984 | ORGANIZATIONAL CONFLICT OF INTEREST |
| | | NOTIFICATION |
| 1552.233-70 | JUL 1999 | NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS |

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of multiple Fixed Rate, Indefinite Delivery/ Indefinite Quantity (FR-ID/IQ) contracts resulting from this solicitation. Task Orders issued under the contract may be fixed-price, performance-based. The resulting fixed price will be based on the itemized fixed rates listed in Section B.

L.3 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Oliver M. Voss

Hand-Carried Address:

Environmental Protection Agency 1300 Pennsylvania Avenue, N.W. Washington, DC 20004

Mailing Address:

Environmental Protection Agency 1200 Pennsylvania Avenue, N.W. Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

[Insert one or more Internet addresses]

L.5 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of May 1, 2004.

L.6 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

- (a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.
- (b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.
- (1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:
 - (a) Name of contracting activity.
 - (b) Contract number.

- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
 - (f) Total contract value.
 - (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
 - (k) List of subcontractors (if applicable).
- (1) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.
- (c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.
- (1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.
- (2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.
- (3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.
- (4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.
- (d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.
- (e) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

- (f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.
- (1) Identify the segment of the company (one division or the entire company) which received the award or certification.
- (2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. Past performance questions identified in section L will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.
- (h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.
- (i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.7 Proposal Preparation Instructions

Specific Proposal Instructions

Offerors should be aware that the appropriate time to request clarifications or take exception to the terms and conditions of the contract as set forth in this Request for Proposal (RFP), or to offer alternative terms and conditions, is during the proposal preparation stage, before the proposal due date, and not in the submitted proposal. Should an offeror desire to propose alternative terms and conditions to the contract in the proposal, the contractor may include a section in the proposal entitled "Suggestions for Alternative Terms and Conditions by the Offeror." However, the offeror must make it clear that its proposal is in no way contingent upon the Government's acceptance of such alternative terms and conditions and that it completely accepts the terms and conditions as set forth in the RFP plus amendments, if any. We intend to award contracts based on initial proposals, without discussions. The Government is not obligated to hold discussions or negotiate any alternative terms or conditions suggested by an offeror. Submitting a proposal that is contingent upon alternate terms and conditions could result in a determination of non-responsiveness.

Since this requirement will be fulfilled as a total small business setaside, and we have discovered that most small businesses cannot provide nationwide coverage, we will issue three different Groups of contracts as a result of this competition. We anticipate awarding up to three contracts per Group, but reserve the right to award fewer than three per group. The three Groups of contracts will all cover all of the requirements delineated in the Statement of Objectives, the only difference being the geographic location for which the contractor may provide recycling services. The Groups are identified as follows:

Group A - EPA will award up to three Nationwide contracts, whereby selected contractors may be required to provide recycling services to Government agencies and/or departments who have offices and warehouses located within and throughout the 48 continental United States;

Group B - EPA will award up to three Eastern U.S. contracts, whereby selected contractors may be required to provide recycling services to Government agencies and/or departments who have offices and warehouses only located east of the Mississippi river (i.e., Eastern U.S.); and Group C - EPA will award up to three Western U.S. contracts, whereby selected contractors may be required to provide recycling services to Government agencies and/or departments who have offices and warehouses only located west of the Mississippi river (i.e., Western U.S.).

Only one proposal from each offeror will be accepted. Within the proposal, contractors must specify the specific Group(s) for which they are proposing to receive a contract (Group A, B, or C), including their order of preference if consideration for multiple groups is desired. The States corresponding to Groups B and C are listed in Clause C.3. While contractors may propose for more than one Group, a contractor can only receive one contract as a result of this solicitation. Contractors will be considered for all Groups that they specify in their proposal, and may receive a contract for their first, second, or third preference, but cannot receive multiple contracts for inclusion within more than one Group. In addition, if a contractor specifies a preference for more than one Group, and is eliminated from competition for their preferred Group, they will remain in contention for the remaining groups, if those Groups were identified as a preference. For example, if a contractor specifies Groups A and B, with Group A being preferred, and they are not selected for Group A, they remain eligible to receive a contract for Group B. The offeror will remain in the competition with other offerors who are eligible for Group B.

A. Proposal Content

Offerors shall present their technical capabilities and a technical approach that addresses all of the elements within the solicitation's Statement of Objectives (SOO). Offerors shall address qualifications of proposed key personnel, overall management approach, reporting capabilities, corporate experience and past performance information.

The cost/pricing proposal shall be submitted under a separate volume and shall be sufficiently detailed to enable the Government personnel to make a thorough evaluation of the proposals and to arrive at a sound determination as to whether the offeror will be able to perform in accordance with the requirements of the RFP. The assumptions regarding the size and weight of

certain pieces of electronic equipment, as described below, shall be taken into consideration when proposing the fixed rates to be applied in Clause B.1.

The general statement that "the Offeror understands the requirement and can or will comply with the solicitation's objectives" is considered inadequate and will be evaluated as such. Proposals shall be sufficiently complete to demonstrate the manner in which the Offeror can meet the applicable requirements of the solicitation. Brochuremanship is not desired; clarity and completeness are essential. Data previously submitted, or presumed to be known (i.e., previous projects performed on behalf of the Government) will not be considered as part of the proposal unless the offeror provides the data in the proposal. The Government will only consider information submitted in the proposal during the evaluation.

- B. The Technical Proposal The technical proposal shall be divided into two sections as follows:
 - 1. <u>Technical Capability and Approach, Management Approach, and Subcontract Organization and Tasking</u>

Section 1 of the offeror's technical proposal is the primary basis for evaluating the technical and management merits of the approach being offered, the subcontracting and tasking methodologies, and the offeror's reporting capabilities. In addition, offerors will be required to respond to a sample task order requirement and describe how recycling and asset disposition will be accomplished for the sample order. During the evaluation, EPA will determine the degree to which the offeror's claim of performance capability is supported and the ability of the offeror to perform in accordance with the requirements.

The following paragraphs describe the technical factors/subfactors to be evaluated.

Evaluation Factor 1 - Technical Capability and Approach, Management Approach and Key Personnel

- a. Technical Capability and Approach (Subfactor 1.1) The offeror must present their technical capability and approach by addressing all elements for each task area described in the SOO. As discussed in Section M, the offeror will be evaluated for appropriateness, completeness and overall quality of the methodology and proposed approach to accomplish the tasking areas delineated in the SOO. EPA will evaluate the substance of the proposal, not the presentation style.
- b. <u>Management Approach (Subfactor 1.2)</u> The offeror must present their management approach addressing multi-site, multi-task initiatives which may involve diverse labor requirements, geographic location challenges, and/or use of subcontracting to accomplish the tasking requirements. The proposal shall address the methods, procedures and practices which will be implemented by the offeror to: strengthen, manage and utilize resources; address and resolve problems; control cost; ensure timeliness and customer satisfaction; enhance communication between the company and the customer; provide accurate reporting and tracking; and maintain a high level of quality services while ensuring economy and efficiency to the Government.

The offeror shall also address quality controls that will support the general management of the contract. As described in Section M, the offeror will be evaluated for appropriateness, completeness and overall quality of its proposed program, contract/subcontract approach, and personnel management policies and practices.

c. Subcontract Organization and Tasking (Subfactor 1.3) -

The offeror must describe the role any anticipated subcontractors or other business/teaming partners will play during contract performance, their unique capabilities, and the approach for assigning specific tasking requirements to subcontractors. The proposal shall address the methods for anticipating, identifying and resolving conflicts and problems between subcontractor(s) and the prime contractor and a proposed process for handling poor performance by subcontractors.

d. Sample Task Order (Subfactor 1.4) -

The offeror must describe, in detail, how they would accomplish meeting the tasking requirements for the following sample task order. The following assumptions must be taken into consideration:

The customer agency, the Bureau of Land Management (BLM), identifies their asset disposition requirements and outlines the electronic equipment they have designated as surplus and stored in warehouses. The customer agency has headquarters in Washington, D.C., but also has four satellite offices in Philadelphia, PA; Chicago, IL; Dallas, TX; and San Francisco, CA. BLM has requested that a READ contractor provide complete asset disposition services for all of their current excess electronic property in inventory. The following information has been provided to each eligible contractor in the task order proposal request. The READ contractor is requested to submit a proposal outlining the proposed approach for recycling and disposition of the identified excess electronic assets. The following table identifies the type of equipment and the equipments location:

Excess Equipment List

| Location: | Washington, DC | | | |
|------------|---------------------|--------------------|----------|------------|
| Equipment | <u>Manufacturer</u> | <u>Description</u> | Quantity | Condition* |
| Desktop PC | IBM | 486 | 200 | 1 |
| Desktop PC | Compaq | Pentium100 | 200 | 1 |
| Desktop PC | Dell | P200 | 100 | 2 |
| Desktop PC | Gateway | P400 | 200 | 2 |
| Desktop PC | IBM | P500 | 400 | 3 |
| Desktop PC | Compaq | P600 | 200 | 3 |
| Desktop PC | Dell | P650 | 100 | 4 |
| Desktop PC | HP | P750 | 200 | 4 |
| Monitor | IBM | 15" XGA | 200 | 1 |
| Monitor | Compaq | 17" XGA | 200 | 2 |
| Monitor | Dell | 15" SGVA | 100 | 2 |
| Monitor | Gateway | 17" SGVA | 200 | 3 |
| Monitor | IBM | 17" LCDFlatscreen | 100 | 4 |
| Printer | HP | DeskJet800 Series | 100 | 3 |

| Laptop PC Laptop PC Laptop PC Copier Facsimile | Compaq Dell HP XEROX HP | P400 P600 P700 5000 Series 1999 Model | 200 100 200 15 100 | 2 3 4 2 2 |
|---|---|---|--------------------------------|-------------------------------------|
| Location: PEquipment Desktop PC Desktop PC Desktop PC Monitor Monitor Monitor Printer Laptop PC Copier Facsimile | hiladelphia, PA Manufacturer Dell Gateway IBM Compaq Dell Gateway IBM HP Compaq XEROX HP | Description P200 P400 P500 P600 15" SGVA 17" SGVA 17" LCDFlatscreen DeskJet800 Series P400 5000 Series 1999 Model | | Condition 2 2 3 3 4 3 2 2 2 2 2 2 |
| Location: DEquipment Desktop PC Desktop PC Desktop PC Monitor Monitor Printer Laptop PC Facsimile | Manufacturer Dell | Description P200 P400 P500 17" SGVA 17" LCDFlatscreen DeskJet800 Series P400 1999 Model | | Condition 2 2 3 3 4 3 2 2 |
| Location: C Equipment Desktop PC Desktop PC Desktop PC Monitor Monitor Monitor Printer Laptop PC Copier Facsimile | Manufacturer | Description P200 P400 P500 P600 15" SGVA 17" SGVA 17" LCDFlatscreen DeskJet800 Series P400 5000 Series 1999 Model | | Condition 2 2 3 3 3 4 3 2 2 2 2 2 2 |
| Location: S Equipment Desktop PC Desktop PC Desktop PC Monitor Monitor Printer Laptop PC | an Francisco, CA Manufacturer Dell Gateway IBM Gateway IBM HP Compaq | Description P200 P400 P500 17" SGVA 17" LCDFlatscreen DeskJet800 Series P400 | | Condition 2 2 3 3 4 3 2 |

Condition Code: 1=poor, 2=average, 3=good, 4=very good, 5=excellent

For solicitation proposal purposes, contractors shall submit their proposed approach for this sample task order in separate section of their proposal describing how they would recommend fulfilling the customer agency's requirements. EPA plans to award contracts on initial offers. However, if EPA establishes a competitive range and enters negotiations/discussions under this solicitation, we will not hold discussions on the sample task order.

If an offeror has decided to only propose for a Group B or C contract, then they shall only propose a response to this sample task order for those offices that are geographically located within that Group (i.e, Group B is Washington, Philadelphia, and Chicago; Group C is Dallas and San Francisco). If an offeror requests consideration for a contract for all three groups, then only one approach to this task order is required. EPA evaluators of this sample task order will apply the same score to all three Groups.

A discussion regarding the primary areas of the SOO tasks should be addressed, including: logistics, testing, tracking, security, refurbishing, re-marketing, reclamation, and recycling. The overall technical and management approach, as well as subcontract tasking (if applicable), shall be addressed. Furthermore, the assumptions regarding the size and weight of certain pieces of electronic equipment, as described in Section C below, shall be taken into consideration when proposing the methodologies for the sample task order.

2. Personnel, Corporate Experience and Past Performance

Section 2 of the technical proposal shall address the offeror's proposed personnel and the offeror's corporate experience and past performance. Section 2 of the proposal shall be organized in the following order:

- Organizational Chart;
- Resumes of personnel;
- Corporate Experience two page maximum per reference is preferred; and
- Past Performance Summary Sheets ten pages maximum is preferred for contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process.

Factor 2- Personnel, Corporate Experience and Past Performance

a. <u>Personnel (Subfactor 2.1)</u> - The offeror shall provide specific information concerning the qualifications of personnel of the prime and team subcontractors (if applicable) who will be involved in key aspects of performance or manage the services provided under this contract. Resumes are not necessary for employees covered under the Service Contract Act. The organizational chart serves as a reference tool for understanding the offeror's corporate structure and lines of responsibility/authority. The above mentioned tools will be cross-referenced to the resumes. In the resume section, the offeror shall include a detailed resume for the Contract Level

Program Manager. Other personnel who have unique skills or significant responsibility shall also be included.

Resumes shall include years of experience, training, unique qualifications, positions held and tenure with the firm, and work history as it relates to the anticipated tasking areas to be assigned to that individual. If the individual is a pending employee, include the signed commitment agreements between the individual and offeror.

- b. <u>Corporate Experience (Subfactor 2.2)</u> The offeror shall describe their corporate experience (including subcontractors and affiliates) in providing services that are the same or similar to the requirements described in the SOO. Specifically, the offeror shall submit a list of a maximum of six (6) contracts or subcontracts currently in process, or completed within the past five years, which are similar in nature to this requirement. The offeror (including all proposed team subcontractors) shall provide the name of contracting activity/commercial business and a brief description of contract/subcontract work performed. This list shall demonstrate the offeror's (including prime contractor, team subcontractors and consultants) corporate experience in managing multi-tasked and/or multi-disciplinary contracts that are similar in nature to this requirement.
- c. Past Performance (Subfactor 2.3) The offeror will be evaluated on past performance under existing and prior contracts for services and supplies similar in scope, magnitude and complexity to this requirement. Past performance will be used for both responsibility determinations as well as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. An offeror's past performance will be evaluated for the following areas:
 - Quality of service provided;
 - 2) Timeliness of performance;
 - 3) Effectiveness of management (including subcontractors);
 - 4) Compliance with price estimates;
 - 5) Customer satisfaction; and
 - 6) Overall performance.

The offeror shall provide information on a maximum of six (6) recent projects or contracts performed within the past five years by the prime contractor and significant subcontractor(s). Information shall include points of contact with telephone numbers for reference checks.

C. Price Proposal Instructions

The price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to perform efficiently. The evaluation will be based on the price reasonableness and completeness of the price proposal.

After contract award, it is anticipated that fixed-priced, performance-based task orders will be issued under the resulting contract. However, fixed rates as described in Section B of the contract will be used for establishing task order prices during the fair opportunity process. Since no work will be assigned until task orders are issued, the basic contract that will result

from this solicitation will be considered a fixed rate, indefinite delivery/indefinite quantity (FR-ID/IQ) type contract.

For proposal evaluation purposes, we have estimated the following quantities of items that will be handled by each contractor during each year of contract performance. Offerors shall take these estimates into consideration during development of the price proposal and to establish fixed rates. Each item described below corresponds to the nine line items identified in section B (0001-0009):

| Period 5/1/04-4/30/05 | Item Description PC Desktop Workstation PC Monitors PC Laptops Desktop Printers Facsimile Machines Shredding Machines Copying Machines Cellular Phones Scanner Machines Televisions Miscellaneous Items | Estimated Quantiy 10,000 units 10,000 units 2,000 units 10,000 units 2,000 units 1,000 units 500 units 2,000 units 1,000 units 2,000 units 2,000 units 1,000 units |
|--------------------------|---|--|
| 5/1/05-4/30/06 | PC Desktop Workstation PC Monitors PC Laptops Desktop Printers Facsimile Machines Shredding Machines Copying Machines Cellular Phones Scanner Machines Televisions Miscellaneous Items | 10,000 units 10,000 units 2,000 units 10,000 units 2,000 units 1,000 units 500 units 2,000 units 1,000 units 250 units 20,000 lbs. |
| 5/1/06-4/30/07 | PC Desktop Workstation PC Monitors PC Laptops Desktop Printers Facsimile Machines Shredding Machines Copying Machines Cellular Phones Scanner Machines Televisions Miscellaneous Items | 15,000 units 15,000 units 5,000 units 15,000 units 5,000 units 2,000 units 1,000 units 5,000 units 1,000 units 250 units 50,000 lbs. |
| 5/1/07-4/30/08 | PC Desktop Workstation PC Monitors PC Laptops Desktop Printers Facsimile Machines Shredding Machines Copying Machines | 15,000 units 15,000 units 5,000 units 15,000 units 5,000 units 2,000 units 1,000 units |

| | Cellular Phones Scanner Machines Televisions Miscellaneous Items | 5,000 units 1,000 units 250 units 50,000 lbs. |
|----------------|--|--|
| 5/1/08-4/30/09 | PC Desktop Workstation PC Monitors PC Laptops Desktop Printers Facsimile Machines Shredding Machines Copying Machines Cellular Phones Scanner Machines Televisions Miscellaneous Items | 20,000 units 20,000 units 10,000 units 20,000 units 10,000 units 5,000 units 2,000 units 10,000 units 1,000 units 250 units |

The price proposal shall follow the same format as described in Clause B.1 for the base period each option period. For example, the base year shall include pricing using the following format. Each option period shall use the Clause B.1 format.

| Item | Item Description | Item Price - TBD |
|-------|---|------------------|
| 0001 | Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers) | \$0.00 |
| 0001a | Price per PC if over 25 units | \$0.00 |
| 0001b | Price per PC if over 100 units | \$0.00 |
| 0001c | Price per PC if over 500 units | \$0.00 |
| 0002 | Price per PC Monitor | \$0.00 |
| 0002a | Price per Monitor if over 25 units | \$0.00 |
| 0002b | Price per Monitor if over 100 units | \$0.00 |
| 0002c | Price per Monitor if over 500 units | \$0.00 |
| 0003 | Price per PC Laptop | \$0.00 |
| 0003a | Price per Laptop if over 25 units | \$0.00 |
| 0003b | Price per Laptop if over 100 units | \$0.00 |
| 0003c | Price per Laptop if over 500 units | \$0.00 |
| 0004 | Price per Desktop Printer | \$0.00 |
| 0004a | Price per Laptop if over 25 units | \$0.00 |
| 0004b | Price per Laptop if over 100 units | \$0.00 |
| 0004c | Price per Laptop if over 500 units | \$0.00 |
| 0005 | Price per Facsimile Machine | \$0.00 |
| 0005a | Price per Facsimile if over 25 units | \$0.00 |
| 0005b | Price per Facsimile if over 100 units | \$0.00 |
| 0005c | Price per Facsimile if over 500 units | \$0.00 |
| | Price per Shredding Machine | \$0.00 |
| 0006a | Price per Shredder if over 20 units | \$0.00 |
| 0006b | Price per Shredder if over 50 units | \$0.00 |

| | | PR-HQ-03-12341 |
|---------------------------------|--|--------------------------------------|
| 0006c | Price per Shredder if over 100 units | \$0.00 |
| 0007 0007a 0007b 0007c | Price per Copying Machine Price per Copier if over 20 units Price per Copier if over 50 units Price per Copier if over 100 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0008 0008a 0008b 0008c | Price per Cellular/Standard Phone Price per Phone if over 50 units Price per Phone if over 100 units Price per Phone if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0009 0009a 0009b 0009c | Price per Scanning Machine Price per Scanner if over 50 units Price per Scanner if over 100 units Price per Scanner if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0010 0010a 0010b 0010c | Price per CRT Television (TV) Price per TV if over 25 units Price per TV if over 100 units Price per TV if over 500 units | \$0.00 \$0.00 \$0.00 \$0.00 |
| 0011 | Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrs, and cameras. | \$0.00 |

Offerors are cautioned to consider carefully the award criteria in Section M, which states, in part:

"The Government will perform either cost analysis or price analysis of the Offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an Offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high."

For pricing purposes in both the cost proposal and for the fixed rates to be included in Clause B.1, offerors shall make the following assumptions regarding the size and weight of electronic items.

| Equipment | Approximate Size | Approximate Weight |
|------------------|------------------|--------------------|
| PC Desktop CPU | 2' x 2' x 1' | 40 lbs. |
| PC Monitors | 1' x 1' x 1' | 40 lbs. |
| PC Laptops | 1' x 1' x 3" | 5 lbs. |
| Desktop Printers | 2' x 1' x 10" | 40 lbs. |

| Facsimile Machines | 2' | Х | 2' | Х | 1' | 50 lbs. |
|--------------------|-----|---|------------|---|------------|----------|
| Shredding Machines | 4 ' | Х | 3 ' | Х | 2' | 50 lbs. |
| Copying Machines | 4 ' | Х | 4 ' | Х | 3 ' | 200 lbs. |
| Cellular Phones | 5" | Х | 2" | Х | .5" | .5 lbs. |
| Scanner Machines | 2' | Х | 2' | Х | 1' | 25 lbs. |
| Televisions | 2' | Х | 2' | Х | 2' | 50 lbs. |

Section 3 - Exceptions

This section shall consist of any exceptions the Offeror has to the terms or conditions of the solicitation. Offerors are reminded that exceptions to the solicitation are discouraged because they may result in the proposal being determined to be a nonconforming counteroffer. Any exceptions to the terms or conditions of the solicitation shall only be addressed in the event discussions are held. However, the Government reserves the right to award an initial proposals and, therefore, not conduct discussions. Offerors shall be aware that the appropriate time to request clarifications or exceptions to the terms and conditions of the contract as set forth in the RFP, is during the proposal preparation stage before the proposal due date.

L.8 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.9 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.10 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

- (a) Type of set-aside: Small Business
 - Percent of the set-aside: Total
- (b) 8(a) Program: Not Applicable

L.11 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222-43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) DEVIATION

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

- (a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:
 - of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
 - (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.
- (b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. As described in the proposal preparation instructions, EPA will award up to a maximum of three contracts in three different Group classifications: Group A for nationwide coverage; Group B for Eastern U.S. coverage; and Group C for Western U.S. coverage. The Government reserves the right to award less than three contracts per Group.

All proposals for all three Groups will be evaluated in the same manner using the same criteria as described below. The only difference will be the evaluation of the contractor's capabilities to meet the needs of the

geographic location for which the offeror proposed. This aspect of the evaluation will be determined on a pass/fail basis. Either the contractor can or they cannot meet the requirements for the proposed geographic location.

As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. As the technical merit and the evaluated cost or price become essentially equal, other factors may become a determining factor.

(b) Technical Evaluation Criteria:

The technical and price evaluation factors/subfactors are listed below in descending order of importance and will be evaluated as such, with the exception of Factor 2 (Personnel, Corporate Experience and Past Performance). These sub-factors [Personnel (Subfactor 2.1), Corporate Experience (Subfactor 2.2) and Past Performance (Subfactor 2.3)] are considered of equal importance and will be evaluated accordingly. The RFP Section L proposal preparation instructions are hereby incorporated into the Section M evaluation factors identified below.

Technical Factors/Subfactors

Factor 1 - Technical Capability and Approach, Management Approach and Subcontract Organization and Tasking

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Subfactor 1.1 - Technical Capability and Approach Subfactor 1.2 - Management Approach
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Subfactor 1.3 - Subcontract Organization and Tasking

Subfactor 1.4 - Sample Task Order

Factor 2 - Personnel, Corporate Experience and Past Performance

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Subfactor 2.1 - Personnel
Subfactor 2.2 - Corporate Experience
Subfactor 2.3 - Past Performance
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Price Factor - Price Reasonableness, No subfactors.

Factor 1 -

1.1 <u>Technical Capability and Approach:</u>

The offeror must present their technical capability and approach by addressing all tasks for each work area as described in the Statement of Objectives (SOO). The offeror will be evaluated for appropriateness, completeness and overall quality of the methodology and proposed approach to accomplish the tasking areas delineated in the SOO. EPA will evaluate the substance of the proposal, not the presentation style.

1.2 Management Approach:

Offerors will be evaluated on their understanding of and approach to managing and coordinating multi-site, multi-task initiatives involving diverse labor requirements, geographic location challenges, and/or use of subcontracting to

accomplish the tasking requirements as described in the SOO. EPA will evaluate the proposed methods, procedures and practices which will be implemented by the offeror to: strengthen, manage and utilize resources; address and resolve problems; control cost; ensure timeliness and customer satisfaction; enhance communication between the customer and the company; provide accurate reporting and tracking; and maintain a high level of quality services while ensuring economy and efficiency to the Government. Offerors will be evaluated for appropriateness, completeness and overall quality of its proposed program, contract/subcontract approach, personnel management policies and practices, and the quality control to support the general management of the contract.

1.3 <u>Subcontract Organization and Tasking:</u>

Offerors will be evaluated on their ability to demonstrate a viable subcontract organization approach, effective communication tools between the company and proposed subcontractors, the proposed approach for assigning specific tasking requirements to subcontractors, and the ability to foresee and avoid conflicts or problems due to separate management and/or responsibilities. Offerors will be evaluated on their proposed process for handling poor performance by subcontractors and identifying and resolving conflicts and problems between subcontractor(s) and the prime contractor.

1.4 Sample Task Order:

The offeror will be evaluated on their technical approach for addressing the requirements of the sample task order as it relates to the requirements of the SOO. The offeror will be evaluated for appropriateness, completeness and overall quality of the methodology and proposed approach to accomplish the requirements of the sample task order.

Factor 2 -

2.1 Personnel:

The offeror will be evaluated on their submittal of the organizational chart and resumes referenced in Section L and the extent to which the knowledge, capability, and qualifications of proposed personnel are relevant to the requirements of the SOO.

2.2 <u>Corporate Experience:</u>

The offeror will be evaluated on their demonstrated corporate experience in managing and coordinating multi-tasks and multi-disciplinary contracts that are similar in scope and complexity to the requirements described in the SOO, including the offeror's demonstrated experience in resolving problems similar in nature to those expected under this contract.

2.3 <u>Past Performance:</u>

The offeror will be evaluated on past performance under existing and prior contracts for services and supplies similar in scope, magnitude and complexity to this requirement. Past performance will also be used for the

responsibility determination. An offeror's past performance will be evaluated for the following areas:

- Quality of service provided;
- 2) Timeliness of performance;
- 3) Effectiveness of management (including subcontractors);
- 4) Compliance with price estimates;
- 5) Customer satisfaction; and
- 6) Overall performance.

(c) Technical Evaluation Scoring

The following scoring adjectives will be used as general guidance in assessing each technical factor and subfactor as well as the technical proposal as a whole:

| "Outstanding" | 0 | Significantly exceeds (meets) and/or addresses most or all of the elements of the evaluation factor. Response exceeds a "Excellent" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality |
|---------------|---|--|
| | | performance is anticipated. |

| "Above Average" | AA | Fully meets all of the elements of the |
|-----------------|----|--|
| | | evaluation factor and exceeds many of the |
| | | elements of the evaluation factor. Response |
| | | exceeds an "Acceptable" rating. The areas in |
| | | which the Offeror exceeds the requirements are |
| | | anticipated to result in a high level of |
| | | efficiency or productivity or quality. |

| "Average" | А | Meets all of the elements of the evaluation |
|-----------|---|---|
| | | factor. Complete, comprehensive, and |
| | | exemplifies an understanding of the scope and |
| | | depth of the task requirements as well as the |
| | | Offeror's understanding of the Government's |
| | | requirements. |

| | | • |
|------------|---|--|
| "Marginal" | М | Less than "Acceptable". There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable". (Areas of the technical proposal which remain "marginal" after revised proposals (if applicable) shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable". |

"Unacceptable"

U

Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the government's requirements; failure to meet many personnel requirements in the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be completely revised to attempt to make it other than unacceptable.)

ATTACHMENT 1

INTERESTED CONTRACTOR LIST

Interested Contractor List

3/19/2004

1. Service Source, Inc.

Attn: Lisa Ward 6295 Edsall Road; Suite 175 Alexandria, VA 22312-2670 (703) 461-6142 lward@ourpeoplework.org www.ourpeoplework.org

2. Batson Tool Corp.

Attn: Ed Batson 1025 N. McQueen Rd #158 Gilbert, AZ 85233 (480) 813-9015 ed@batsontool.com

3. Titan Technologies, Inc.

Attn: Josef Strauss 9131 College Pkwy Suite B 13 Box 218 Fort Myers, FL 33919 (954) 328-5898 www.recycletechtitan.com

4. Asset Conversion Specialists, Inc

Attn: Grady Simmons 7151 S. Harl Ave Tempe, AZ 85283 (480) 775-2590 (480) 775-2572 (f)

5. Texas Mgt Associates Inc.

Attn: Bob Parks Attn: Steve Doneghy 9107 Marbach Road, Suite 225 San Antonio, Texas 78006 (210) 673-8422 (210) 673-3622 (f)

6. Adelante Facilities Support Services

Attn: Paul Lutrell 5400 San Mateo Blvd Ste A Albuquerque, NM 87109 (505) 888-5746, ext. 152 (505) 884-3776 (f) pluttrell@goadelante.org

7. Per Scholas, Inc.
Recycling Services
Attn: Edward C. Campbell
1231 Lafayette Ave.
Bronx, NY 10474
(718) 991-8400, x227
(718) 991-0362 (f)
www.perscholas.org

8. Supreme Computer & Electronics Recycling, Inc.

Attn: Edward Campbell 1955 Swarthmore Ave., Units 4-5 Lakewood, NJ 08701 (732) 370-4100 (732) 370-5116 (f) ed@supremerecycling.com www.supremerecycling.com

9. Lodestar Recovery, Inc.Attn: Christopher D. SeamonPO Box 1709High Point, North Carolina 27261(336) 454-3624

(888) 740-3240 (f)

Lodestar5@msn.com

10. RRT Design & Construction Attn: David H. Weitzman 125 Baylis Road, Melville, New York 11747-3895 (631) 756-1060 (631) 756-1064 (f) info@rrtenviro.com http://www.rrtenviro.com

11. AWE*SUM Computers, Inc.

Attn: Art Ellis 918 Sharpless Road Hockessin, DE 19707 (800) 494-6373 (302) 994-3069 (f) artellis@awesum.com

12. Creative Recycling Systems, Inc.

Attn: Mark Proctor
P.O. Box 19120
Tampa, Florida 33686-9120
(800) 797-2061
(813) 626-1248 (f)
proctor@crserecycling.com
www.crserecycling.com

13. Reclamere, Inc.

Environmental Solutions for a Digital World Attn: Joseph P. Harford 905 Pennsylvania Avenue Tyrone, PA 16686 (814) 684-5505 joseph@reclamere.com

www.reclamere.com

14. Compliant Recycling Systems, LLC.

Attn: Michael Casey 2655 Oakley Park Road, Suite 100 Walled Lake, MI 48390-1418 (248) 960-7251

Michael.Casey@comprecycle.com

www.comprecycle.com

15. Envirocycle, Inc.

Attn: Patty Bonivita P.O. Box 899 Rte. 81 Exit 230 Hallstead, PA 18822 (570) 879-2862 x231 (570) 879-2008 (f)

www.enviroinc.com

16. United Recycling Industries, Inc. Attn: Lauren Roman
170 Flanders-Drakestown Road
Flanders, NJ 07836
(973) 584-8859
(973) 584-8728 (f)
Lroman@unitedrecycling.com

www.unitedrecycling.com

United Recycling Industries Attn: Lauren S. Roman 3700 North Runge Avenue Franklin Park, IL 60131 (847) 455-8800 (847) 455-3232 (f) www.unitedrecycling.com

17. Loureiro Engineering Associates, Inc. Attn: Margaret M. Averill, L.E.P. 100 Northwest Drive Plainville, CT 06062 (860) 747-6181 (860) 747-8822 (f) mmaverill@loureiro.com www.loureiroengineering.com

18. Allied Electronic Recovery
Attn: Andre' Weiglein
2354 Davis Avenue
Hayward, CA 94545
(510) 300-0500 x103
Andre@AerXchange.com
www.AerXchange.com

19. Micro Metallics Corporation Attn: Scott Pencer 1695 Monterey Road San Jose, CA 95037 (408) 998-4930 ext. 223 (408) 998-5033 (f) pencers@micrometallicscorp.com

20. Technology Conservation GroupAttn: Tim Russell1510 North Meadowcrest BlvdCrystal River, FL 34429(352) 564-1102

Technology Conservation Group Attn: Douglas Blackley (352) 564-1102 x223 dblackley@wanttcg.com www.wanttcg.com (352) 794-7633 (f) trussell@wanttcg.com

(352) 564-1102 x229

21. Blue Eagle Industries, Inc Attn: David Thornton 2536 Youngs Drive Haymarket, Va 20169 (703) 753-3206 (703) 832-4852 (f) dave@blueeagleindustries.com www.blueeagleindustries.com

22. Wade Environmental Attn: Andrew L. Wade 382 Jackson Road Atco, NJ 08004 Wadeenviro@aol.com

23. Freedom Recycling, Inc. Attn: Lisa Collins 18238 Showalter Road Hagerstown, MD 21740 (301) 665-9169 www.freedomrecycling.com

24. Recycle America Alliance Attn: Paul Woyciechowski 1000 Ritchie Road Capitol Heights, MD 20743 (310) 499-1707 pwoyciec@wm.com

25. Liquidity Services, Inc Attn: Jaime Mateus-Tique 2131 K Street NW, 4th Floor Washington, DC 20037 (202) 467-6868 (202) 467-4030 (f) www.liquidityservicesinc.com

26. Integrated Logistics Services, Inc.

Attn: Eric Dahlin 1812 Boxelder St Louisville, CO 80027 (303) 673-0002 (303) 673-9944 (f) www.ilsicorp.com

27. Spacefitters, Inc.
Attn: Jennifer Bowns
7055 Troy Hill Drive, Suite 100
Elkridge, MD 21075
(410) 379-6513
jbowns@spacefitters.com
www.spacefitters.com

28. Total Reclaim/EcoLights NW Attn: Craig Lorch P.O. Box 24996 Seattle, WA 98124 (206) 343-7443 (206) 343-7445 (f) clorch@totalreclaim.com www.totalreclaim.com

29. Quicksilver Recycling Services
Attn: Mike Flynn
8509-C SUNSTATE ST.
Tampa, FL 33634
www.quicksilverrecycling.com

30. Technology Recycling Attn: Jerry Costello 4600 South Ulster, Suite 700, Denver, CO, 80237-2882. (303) 766-9608 (303) 766-4503 (f) www.techrecycle.com

31. Connecting Point Attn: Rodney Sappington New York, NY (212) 545-7575 (212) 545-7077 rodney@cpmmonline.com

32. Berville Inc. Attn: Paul Gidlund 322 Berthoud Way Golden, CO 80401 (303) 278-3800

33. TEK Systems Government Services

Attn: Steve Riggin
7437 Race Road
Hanover, MD 21076
(410) 540-7960
(410) 540-7809 (f)
sriggin@teksystems.com
www.teksystems.com

34. AnythingIT, Inc
Fort Lee Executive Park
One Executive Drive, Suite 170
Fort Lee, New Jersey 07024
(201) 490-7366
(201) 490-7379 (f)
paulb@AnythingIT.com
www.AnythingIT.com

35. E Recycling Attn: Carl Shallig 7230 Petterson Lane Paramount, Ca 90723 (562) 634-8372 (562) 634-8029 (f)

36. Philip Services Corporation Attn: Marc McReynolds (800) 228-7872 x6144 (voice mail) (800) 547-2436 (direct) mmcreynolds@contactpsc.com www.contactpsc.com 37. Odysseus International LLC Attn: Stephen Briggs 333 Maple Avenue East, PMB 1045 Vienna, VA 22180. (703) 281-6147 (703) 281-6148 (f)

38. Atlantic Technology Group Attn: Dan Connelly 4603 Calvert Road College Park, Md. 20740 (301) 924-0182 (240) 363-0202 (f)

39. Global Investment Recovery, Inc. Attn: David Ritter 5409 East Henry Ave

Tampa, FL, 33610 (800) 886-8086

www.girpreciousmetals.com

40. NISH Arlington Texas, South Central Region of DC Headquarters Goodwill Industries of San Antonio, TX Attn: Walter Kramer 2701 Avenue E East, Suite 402 Arlington, TX 70611-5242 (800) 962-9684 wcramer@nish.org

41. E-Structors, Inc. Attention: Mike Keough 7742 Sandstone Court Ellicott City, MD 21043 (410) 379-3098 mkeough@integratedwaste.com

42. Scientific Recycling Inc.

Attn: Andy Niles 659 Commerce St. Holmen, Wi. 54636 (800) 917-1969 (608)526-4135 (f) <u>SRI659@aol.com</u> www.scientificrecycling.com

43. Metech International Attn: Marc Koskinas PO Box 500 Mapleville, RI 02839-0500 (401) 568-0711 (401) 568-6003 (f) mkoskinas@metech-arm.com www.metech-arm.com

44. Nxtcycle Corporation
Attn: Tony Hainault
1640 S Stapley Dr, Suite 205
Mesa, AZ 85204
(602) 442-7900
(602) 442-7901 (f)
www.nxtcycle.com
thainault@nxtcycle.com

45. Transformer Connections Attn: Joann Ward (919) 719-2111

46. Tycoon International Attn: Adam Cheng Houston, TX

47. Databased Solutions Inc. Attn: Melvin Hardie 100 Jersey Avenue, Suite B-201 New Brunswick, NJ 08901-3200 (732) 418-9452 x24 (732) 875-0371 (f) melvin@db-solution.com www.db-solution.com

48. Concurrent Technologies Corporation (CTC)

Attn: Jim Voytko 7935 114th Avenue Largo, Florida 33773-5026 (727) 549-7006 (727) 549-7255 (f) voytkoj@ctc.com www.ctc.com

49. New Millennium IT Solutions and Inland Oceanic Logistics

Attn: Bradley Williams 7126 Surrey Pt. Alpharetta, GA 30004 will427@mindspring.com

50. Recycle America Alliance - eCycling Services

A Subsidiary of Waste Management, Inc.

A Subsidiary of Waste N Attn: Joe Aho 25 North 47th Avenue Phoenix, AZ 85043 (602) 269-0572 (866) 588-0572 jaho@wm.com

www.wm.com/recycling/arg

51. Bridgepointe Goodwill Industries and Easter Seals

Attn: Caren L. Marshall CEO 1329 Applegate Lane Clarksville Indiana 47129 (812) 283 7908 Cmarshall@bridgeointe.org

52. Gold Circuit, Inc. Attn: Steve Forbes 210 S. Beck Ave. Chandler, AZ 85226 (480) 829-0404 (480) 968-5779 (f) stevef@goldcircuit.com

53. Regional Computer Recycling

Attn: Charles A. McKernan, Jr.

(585) 546-6620 ext.22 (888) 563-1340 ext.22 (toll free) (585) 546-6624 (f) info@ewaste.net http://www.ewaste.net

54. Pennsylvania Federal Property Division

Attn: Scott E. Pepperman 2221 Forster Street P.O. Box 1365 Harrisburg, Pa. 17105 (717) 787-9724, ext. 3205 (717) 772-2491 (f)

55. Metech International

Attn: Chris Ryan (978) 772-4897 (978) 772-5440 (f) cryan@metech-arm.com www.metech-arm.com

56. SDS National, LLC Attn: Andrew W. Weiss 19 Colonial Drive, Ste 26 Youngstown, OH 44505 (330) 759-8396 (330) 759-1940 (f) (773) 251-6274 (m) sdsnational@ameritech.net

57. We-Recycle, Inc. Attn: Mike Schum, P.E. Connecticut (877) 937-3292 (203) 630-2429 (f) www.we-recycle.net

58. Environmental Services & Disposal, Inc Gold Circuit Attn: Bob Moore P.O. Box 2856 Chandler, AZ 85244 (602) 531-0287

59. Global Investment Recovery Attn: Patricia Frank Tampa, FL (800) 866-8086 pfrank@girpm.com www.girpreviousmetals.com

60. Image Micro Group, Inc.
Attn: Butch Watson,
(512) 531-6642

butch_watson@imagemicro.com
www.imagemicrosystems.com

61. Relyco Sales, dba Recyclfirst Attn: Lee Snyderman (770) 984-9162 (603) 516-7333 (f) lsnyderman@recyclefirst.com snyderml@bellsouth.net

62. Boris Peters Associates International, BPAI, LLC
Attn: Ron Rosoff
901 Curtain Avenue
Baltimore, MD 21218
(410) 662-6380
bpeters@bpaillc.com

63. Joy Systems, Inc
Attn: MyeungJouh (MJ) Woo
25 Saddle River Ave
South Hackensack, NJ 07606
(973) 574-1215
(973) 249-7415 (f)
(973) 836-0413 (e-f)
(908) 296-0535 (m)
mj@joysystems.com
www.JoySystems.com

Joy Systems Inc. Attn: Frank Giovacco 25 Saddle River Ave South Hackensack, NJ 07606 (973) 890-0200 (201) 310-8488 (m) 64. National Acquisitions

The Nextrend/ At Discount.Com

Attn: Conley Stroud

(714) 689-2335 ext 204

(888) 426-2914 ext 204

(714) 689-2360 (f)

65. PC Salvage, LLC

Attn: Mark Bracking

3627 South 54th Street

Tacoma, WA 98409

(253) 460-8322

pcsalvage@qwest.net

www.allaboutpcsalvage.com

66. Hitech Liquidation LLC

Attn: Kunle Eboda

4712 Norbeck Road

Rockville MD 20853

(240) 475-2234

www.hitech-liquidation.com

67. Accu-Shred Limited

Attn: Garry Jones

(905) 670-7700

gjones@accu-shred.com

www.accu-shred.com

68. Commodity Resource & Environmental, Inc

Attn: Larry DeWitt

116 E. Prospect Avenue

Burbank, CA 91502

(818) 843-2811

(818) 843-2862 (f)

dewittcre@prodigy.net

www.creweb.com

69. BR Technology, LLC

Attn: Joseph E Pothier

1501 Zephyr Avenue

Hayward, CA 94544 (510) 475-5502 joep@brtechnology.com

70. IMS Recycling Services
Attn: Ed Siegel
2697 Main St.
San Diego, 92113
(619) 231-2521
(619) 822-4153 (m)
eds@imsrecyclingservices.com

71. Westech Recyclers, Inc. Attn: Earl Knudsen 1008 W Madison Phoenix, AZ 85007 (602) 256-7626 (602) 252-6098 (f) earl@westechrecyclers.com

72. Computer Discounters Wholesale, Inc Attn: Jerome Haden 5416 Veterans Highway Metairie, LA. 70003 (504) 454-7143 jerome@computersofmexico.com

73. Retrofit Recycling Inc.
Attn: Pete Septoski
2156 South Lynhurst Drive
Indianapolis, IN, 46241
(317) 381-0628
(317) 381-0638 (f)
(317) 946-6871 (m)
pseptoski@retrofitcompanies.com
www.retrofitcompanies.com

74. Valley City Environmental Services Attn: David Perry 1040 Market Street, SW Grand Rapids, MI 49503 (616) 235-1500 (616) 235-9507 (f) dperry@email.valleycityes.com www.valleycityes.com

75. Computer Recyclers of America Attn: Bob Erie 1390 Engineer St. Vista, CA. 92081 (760) 599-9131 (760) 599-9114 (f) berie@crasd.com www.crasd.com

76. HOBI International, Inc. Attn: Craig Boswell cboswell@hobi.com www.hobi.com

77. Intercon Solutions, Inc. Attn: Mr.Stuart Neiman, LPG 2s053 Valley Rd Lombard, IL 60148 AmerEnvCon@comcast.net

78. MOLAM International Inc. Attn: Nader Nejad 925 Industrial Park Drive Marietta, GA 30062 USA (770) 420-5202 (770) 420-5216 (f) nader@molam.net www.molam.net

79. Nova Terra, Inc. Attn: Edwin Torres PO Box 142137 Arecibo PR 00614-2137

Physical Address: Road no. 655 Km 1.0, Port of Arecibo, Arecibo, PR. 00612

(787) 817-4327 (787) 817-4321 (f) recycle@novaterrapr.com etorres@novaterrapr.com www.novaterrapr.com

80. Electronic Recyclers Inc. Attn: Tim Sikora 1919 N. 11th St Omaha, Ne. 68110 (402) 408-0053

(402) 932-9075 (f)

(402) 658-9682 (m)

TimSikor@aol.com

81. RetroBox Attn: Mr. Dave Ryan 1159 Dublin Road Columbus, Ohio 43215 (614) 485-4805 dryan@retrobox.com

82. Kinsbursky Brothers Inc Attn: Paul Schneider 125 E. Commercial Suite A Anaheim, CA 92801 (714) 738-8516 p.schneider@kinsbursky.com

83. Golden State Metals Attn: Mike Gold P.O. Box 70158 Bakersfield, CA 93387 (661) 979-0840 mgold@bak.rr.com

84. Adams Steel Attn: Betsey Meyer 7668 El Camino Real Suite 104, Box 601 Carlsbad, CA 92009 (714) 448-2143 betseym@cox.net

85. Gsan, Inc. Greg Sandoval P.O. Box 1355 Gainesville, GA 30503-1355 (770) 503-9900 x23 (770) 503-7447 (f) greg@gsan.net www.gsan.net

86. S.E.E.R.
Attn: Ben Ashby
6902 7th Ave. E.
Tampa, Fl. 33619
(813) 621-8870
(813) 621-5457 (f)
bashby@seerrecycling.com
www.seerrecycling.com

87. Subtractions, LLC
Attn: Sarah Manning
7202 Mink Hollow Road
Highland, Md. 20777
(301) 362-4000
wilsonmanning@msn.com
www.subtractions.net

88. National Rent-A-Computer Attn: William Spiller 16192 SW 72nd Portland, Or. 97224 bill@nationalrentacomputer.com

89 The NTC Group, Inc.

Attn: La'Tanya R. Sam (770) 590-1011 (770) 590-0511 (f)
Lsam@ntcgroup.com

90. MRSW Management, LLC Attn: Melvin White P.O. Box 6941 Austin, TX 78762-6941 dgw@texas.net

91. Midwest Electronic Recovery
Attn: Brian Glynn
100 3rd St. North
PO Box 500
Walford, IA 52351-5416
(319) 845-2001
(319) 845-2002 (f)
bglynn@mcbia.com
www.ewasterecycle.com

92. Asset Recovery Corporation Attn: Ryan Laber 150 State Street St Paul, MN 55107 (651) 602-0789 (800) 472-2081 (toll free) (651) 602-0202 (f) rlaber@assetrecoverycorp.com

93. Supply-Chain Services, Inc. (SSI) Attn: Jade Lee
250 W. North Ave.
Lombard, IL 60148
(630) 629-9344, x12
(630) 629-9345 (f)
jadelee@supply-chainservices.com
www.supply-chainservices.com

94. AdamsMorgan Group Attn: Sharon K. Belle 5715 Castle Hill Drive, # 823 Indianapolis, IN 46250-5607 (317) 594-8694 skbelle@adamsmorgangrp.com www.AdamsMorganGRP.com

95. Waste Management & Recycling Products
Attn: Peter Bennison
510 Hudson St.
Schenectady, NY 12308
(518) 377-9900
(518) 377-8800 (f)
pfbennison@electronicsrecycler.com
www.electronicsrecycler.com

96. Indian Territory Associates Attn: Jeff Davis 2701 Liberty Parkway, Suite 335 Midwest City, OK 73110 (405) 737-2676 (405) 880-0993 (m) jeff@acorngrowthcompanies.com

97. Green-Tech Assets, Inc. Attn:Robert J. Petrosini 20 Mill Street Cumberland, RI 02864 (203) 268-3885 (203) 268-7262 (f) RJP@greentechassets.com www.greentechassets.com

98.ePC Attn: Phil Alfaro 1616 Perrino Place Los Angeles, CA 90023 (415) 541-5346 (415) 652-6510 (m) (323) 980-1000 x103 (LA Office) phil@epc-eol.com www.epc-eol.com

99. 5R Processors, Ltd. Attn: Karen Birkenstock 121 West Centre Stage Drive Clinton, TN 37716 (865) 457-1621 (Clinton, TN) (901) 546-0088 (Memphis, TN) kbirkentock@tornrc.com

100. ICT Environmental Attn: Brendan Carey 542 East 27th Street Tucson, AZ 85713 (520) 294-5992 (520) 294-0506 (f) bcarey@ictworld.com

101. MegaTron Computer Services and Consulting Attn: Melvin Williams 18455 Miramar Parkway # 207 Miramar, FL 33029. (888) 431-8007 megatroncomputer@bellsouth.net www.megatroncomputer.com

102.Goldsmith Group Inc. Attn: Eric Goldsmith (317) 545-4747 (317) 377-7077 (f) (317) 710-0385 (m) www.goldsmithgroup.com www.usedprinters.com

103. Lifecycle Business Partners Attn: Michael Magliaro 3 Industrial Way Salem, NH 03079 (603) 894-4332 (603) 894-0046 (f) mmagliaro@lifecyclepartners.com

104.Direct Access International Attn: Mitchell Fine (800) 811-7383 mfine@directaccessintl.com

105. Waste Alternatives, Inc.
Attn: Kelly Chubb
PO Box 70
Mount Vernon, OH 43050
740-397-7675
740-397-7649 (f)
kchubb@ecr.net or wastealt@ecr.net

106.Chesapeake Electronic Recycling Attn: Ed Shank (866) 946-6602 eshank@chesapeakerecycling.com

107. A GreenSpan Computer Recycling Attn: Terry A Boring, Sr 201 N Braddock Avenue Pittsburgh, PA 15208 (866) 904-7726 (412) 377-6071 agreenspan1@earthlink.net

108. VECOPLAN, LLC Attn: Len Beusse PO Box 7224 High Point, NC 27264 (336) 861-6070 lbeusse@vecoplanllc.com 109. Eagle Ridge Engineering Corporation Attn: Albert Wallace 8295 South Krameria Way Centennial, CO 80112-3004 (303) 877-5776 (720) 529-8345 (f) alwallace@gwest.net

110. Bizmarts: Business Equipment Resellers Attn: Richard Pressl 222 White Eagle Drive, P.O. Box 344 Waleska, GA, 30183 (770) 345-4663 (775)244-1458 (f) (678) 522-3012 (m) bizmart@alltel.net

111. Earth Protection Services, Inc. Attn: John M. Chilcott

P.O. Box 23820

Phoenix, AZ 85063-3820

(602) 353-9282

(602) 353-9285 (f)

(602) 799-4775 (m)

recpro@cyberspeedway.net

www.earthpro.com

112. Maxus Technology, Inc.

Attn: Andy Weberg 18300 Sutter Blvd. Morgan Hill, CA 95037 (866) 580-0000 (866) 580-0600 (f) aweberg@maxustech.com

113. Teltronics Inc. Attn: Newell Welch 68 Kenmore St. Harrisonburg, Va. 22801 (540) 434-5251 teltronics@planetcomm.net http://biz.planetcomm.net/teltronics

114. Reliable Recycling, Inc. Attn: Scott Huffman 700 60th Ave. SW Cedar Rapids, Iowa 52404 Reliablerecycle@aol.com

115. Edex Systems Attn: Eddie Liang 111 W 7th Street Vancouver, Wa 98660 (360) 750-7462 (360) 750-9767 (f) edexsyms@hotmail.com

116. Clean Harbors
Attn: Michael Wiles
325 Wood Road
Braintree, MA 02184
(781) 849-1800, 5187
(781) 794-3850 (f)
wilesm@cleanharbors.com
www.cleanharbors.com

117. CompuTel IG, LLC Attn: Brett Rhinehardt 515 West Palmer Street Charlotte NC 28203 (704) 376-1116 (704) 333-0504 (f) brett@computelig.com

118. Computer Recycling of Virginia, Inc. Attn: Chris Parkhurst P.O. Box 66 Millers Tavern, Va 23115 (804) 443-0660 chris@recycle4va.com

119. 5R Processors, Ltd Attn: Victor may N5779 White Street PO Box 218 Glen Flora, WI 54526 B(715) 322-5100 F(715) 322-5115

120. ITExpeditors Christopher Frasier 41 Industrial Drive Exeter, NH 03833 Tel. +603.772.3940 Fax.+603.772.3077 chris@itexpeditors.com

121. Melvin White, President
MRSW Management, LLC
PO Box 6941
Austin, TX 78762-6941
(512) 322-2347 Office
(512) 791-6166 Mobile
(512) 322-2360 Fax
email:mrswman@swbell.net
Website: http://www.mrswmanagement.com

122. Ken Clark MARC 5R, Ltd. 2445 Stone Mountain Lithonia Road Lithonia, GA 30058

Phone: 770-482-1744 Fax: 770-482-1837

Web site: www.marc5r.com email: kenc@marc5r.com

123. David Beschen GreenDisk Inc. Phone 425.883.9165 Fax 425.883.0425 dbeschen@greendisk.com

124. Dan Connelly
Atlantic Technology Group
9125 Industrial Court
Gaithersburg, Md. 20877
dan@atlantictechnologygroup.com
301-330-6260(O) (Please note the new phone #)
703-851-3463 (C)
301-330-6210 (F) (please note the new fax #)
www.atlantictechnologygroup.com

125. Environmental Compliance Enterprises, LLCAttn: Joseph EnglerPO BOX 81246LINCOLN, NE 68501-1246

(402) 466 2269

(402) 466-2268

126. Star Asset RecoveryAttn: Greg Mehous7800 West Gulf To Lake HighwayCrystal River, Florida 34429

127. End of Life Electronics Midwest Attn: Joseph H. Desautels 11815 Technology Drive. Fishers, IN 46038 (317)849-7314 (317)313-7555 www.eolemidwest.com www.jdesautels@eolemidwest.com

128. Walt Grabowski Business Development Manager Environmental Recycling P.O. Box 167
527 East Woodland Circle
Bowling Green, Ohio 43402
800-284-9107 Phone
419-354-5110 Fax
419-409-1164 Mobile
wgrabowski@envrecycle.com
www.envrecycle.com

129. MRP Co. Inc. Attn: Tim Mooney 901 W. Ostend Street Baltimore, MD 21230 Ph: 410 666-2775 Fax: 410 637-8339 E-Mail timmrp@verizon.net

130. Suzanne Johnson CrockerCDT, LEED 2.0 Accredited ProfessionalParsons Brinckerhoff1831 Chestnut, 7th FloorSt. Louis, MO 63103-2225Ph: 314-421-1476

Fax: 314-421-14/6 Fax: 314-421-5664 www.pbworld.com

131. Retro Box, inc. Mina Izadi National Account Manager 1159 Dublin Road Columbus, OH 43215 Direct: 614-485-4816 Mobile: 614-975-1137

132. David Chilcott Pricing Manager Earth Protection Services, Inc. 800-588-7190 www.earthpro.com 133. 5R Processors, LTD.

web: www.5rprocessors.com Contact: Karen Birkenstock Executive Vice President

E-mail: kbirkenstock@tornrc.com Alt. E-mail: krbirkey@aol.com

PHONE: 901-548-0088 (5R Memphis, TN - Triage location) PHONE: 865-457-1621 (5R Clinton, TN - Processing Plant)

Cell: 901-378-2788

134. Dan Connelly, President
Atlantic Technology Group
9125 Industrial Court
Gaithersburg, Md. 20877
301-330-6260(O) (Please note the new phone #)
703-851-3463 (C)
301-330-6210 (F) (please note the new fax #)
www.atlantictechnologygroup.com

135. Computer Recycling Center

Attn: Ken Reiss
536 E. Commercial
Springfield, MO 65803
417-866-2588
computerrecyclingcenter@hotmail.com
www.computerrecyclingcenter.org

136. Sunnking Inc. Att: Duane Beckett 110 Geddes St Holley, NY 14470 (585)638-0095 (585)638-0076 Fax www.sunnking.com

137. Dr. Annette Johnson, PhD. President/CEO GIVES Inc. Phone 303-337-1174

Fax 866-858-7487 www.givesinc.org Mailing Address only 18121-C E. Hampden Ave PMB 224 Aurora, CO. 80013

138. Computer Donation Management, Inc. (CDM) Attn: Mike Fannon mike@cdm4recycle.com

139. Computer Recycling Center Attn: Ken Reiss 536 East Commercial Springfield, MO 65803 (417) 866-2588 www.computerrecyclingcenter.org

140. Mountain Electronics Recycling Larry Odle lodle@mountainrecycling.com 303.288.6868